Company Tracking Number: 1014

TOI: H15G Group Health - Hospital/Surgical/Medical Sub-TOI: H15G.001 Any Size Group

Expense

Product Name: FlexMed
Project Name/Number: FlexMed/1014

# Filing at a Glance

Company: Unified Life Insurance Company

Product Name: FlexMed SERFF Tr Num: UNLI-125737079 State: ArkansasLH TOI: H15G Group Health - SERFF Status: Closed State Tr Num: 39645

Hospital/Surgical/Medical Expense

Sub-TOI: H15G.001 Any Size Group Co Tr Num: 1014 State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor
Author: Rose Leiter Disposition Date: 07/21/2008

Date Submitted: 07/17/2008 Disposition Status: Approved-

Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

# **General Information**

Project Name: FlexMed

Project Number: 1014

Requested Filing Mode: Review & Approval

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Overall Rate Impact: Group Market Type: Employer

Filing Status Changed: 07/21/2008

State Status Changed: 07/21/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

These forms provide group supplemental medical expense benefits designed exclusively for employees and their dependents covered under a group major medical plan or comprehensive health plan that has an annual deductible. Benefits are paid for the portion of charges that are incurred by reason of the covered charges being applied to the deductible or coinsurance of the major medical or comprehensive health plan.

Company Tracking Number: 1014

TOI: H15G Group Health - Hospital/Surgical/Medical Sub-TOI: H15G.001 Any Size Group

Expense

Product Name: FlexMed
Project Name/Number: FlexMed/1014

This filing is new and does not replace any currently on file.

# **Company and Contact**

## **Filing Contact Information**

Rose Leiter, Regulatory Compliance Director roseleiter@unifiedlife.com
7201 W 129th (913) 685-2200 [Phone]
Overland Park, KS 66213 (913) 685-2205[FAX]

**Filing Company Information** 

Unified Life Insurance Company CoCode: 11121 State of Domicile: Texas

7201 W 129th Group Code: Company Type: Life and Health

Suite 300

Overland Park, KS 66213 Group Name: State ID Number:

(913) 871-7290 ext. [Phone] FEIN Number: 43-1917728

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$100.00

Retaliatory? Yes

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Unified Life Insurance Company \$100.00 07/17/2008 21467853

Company Tracking Number: 1014

TOI: H15G Group Health - Hospital/Surgical/Medical Sub-TOI: H15G.001 Any Size Group

Expense

Product Name: FlexMed
Project Name/Number: FlexMed/1014

# **Correspondence Summary**

# **Dispositions**

Status Created By Created On Date Submitted

Approved- Rosalind Minor 07/21/2008 07/21/2008

Closed

**Objection Letters and Response Letters** 

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Rosalind Minor 07/18/2008 07/18/2008 Rose Leiter 07/18/2008 07/18/2008

Industry Response

Company Tracking Number: 1014

TOI: H15G Group Health - Hospital/Surgical/Medical Sub-TOI: H15G.001 Any Size Group

Expense

Product Name: FlexMed

Project Name/Number: FlexMed/1014

# **Disposition**

Disposition Date: 07/21/2008

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 1014

TOI: H15G Group Health - Hospital/Surgical/Medical Sub-TOI: H15G.001 Any Size Group

Expense

Product Name: FlexMed
Project Name/Number: FlexMed/1014

| Item Type           | Item Name   | Item Status     | <b>Public Access</b> |
|---------------------|---|-----------------|----------------------|
| Supporting Document | Certification/Notice                                  | Approved-Closed | Yes                  |
| Supporting Document | Application   | Approved-Closed | Yes                  |
| Supporting Document | Actuarial Memorandum                                  | Approved-Closed | No                   |
| Supporting Document | Explanation of Variables                              | Approved-Closed | Yes                  |
| Form                | Supplemental Medical Expense Insurance Policy         | Approved-Closed | Yes                  |
| Form (revised)      | Supplemental Medical Expense Insurance Certificate    | Approved-Closed | Yes                  |
| Form                | Supplemental Medical Expense<br>Insurance Certificate | Withdrawn       | Yes                  |
| Form                | Application for [FlexMed Gap]                         | Approved-Closed | Yes                  |
| Form                | Enrollment Form for [FlexMed Gap]                     | Approved-Closed | Yes                  |

Company Tracking Number: 1014

TOI: H15G Group Health - Hospital/Surgical/Medical Sub-TOI: H15G.001 Any Size Group

Expense

Product Name: FlexMed
Project Name/Number: FlexMed/1014

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 07/18/2008 Submitted Date 07/18/2008

Respond By Date Dear Rose Leiter,

This will acknowledge receipt of the captioned filing.

#### Objection 1

- Supplemental Medical Expense Insurance Certificate (Form)

Comment: Coverage for a newborn must be for at least 90 days as outlined under ACA 23-79-129.

#### Objection 2

- Supplemental Medical Expense Insurance Certificate (Form)

Comment: Coverage must be provided for all minors for whom the insured has filed a petition to adopt. Refer to ACA 23-79-137 and the 60-day period.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 07/18/2008 Submitted Date 07/18/2008

Dear Rosalind Minor,

#### **Comments:**

#### Response 1

Comments: The requested changes have been made.

**Related Objection 1** 

Company Tracking Number: 1014

TOI: H15G Group Health - Hospital/Surgical/Medical Sub-TOI: H15G.001 Any Size Group

Expense

Product Name: FlexMed
Project Name/Number: FlexMed/1014

Applies To:

- Supplemental Medical Expense Insurance Certificate (Form)

Comment:

Coverage for a newborn must be for at least 90 days as outlined under ACA 23-79-129.

## **Related Objection 2**

Applies To:

- Supplemental Medical Expense Insurance Certificate (Form)

Comment:

Coverage must be provided for all minors for whom the insured has filed a petition to adopt. Refer to ACA 23-79-137 and the 60-day period.

## **Changed Items:**

No Supporting Documents changed.

# Form Schedule Item Changes

| Form Name            | Form     | Edition | Form Type   | Action  | Action   | Readability | Attach   |
|----------------------|----------|---------|-------------|---------|----------|-------------|----------|
|                      | Number   | Date    |             |         | Specific | Score       | Document |
|                      |          |         |             |         | Data     |             |          |
| Supplemental Medical | ULIC-FM- |         | Certificate | Initial |          |             | ULIC-FM- |
| Expense Insurance    | C-AR     |         |             |         |          |             | C-AR.pdf |
| Certificate          |          |         |             |         |          |             |          |
| Previous Version     |          |         |             |         |          |             |          |
| Supplemental Medical | ULIC-FM- |         | Certificate | Initial |          |             | ULIC-FM- |
| Expense Insurance    | C        |         |             |         |          |             | C.pdf    |
| Certificate          |          |         |             |         |          |             |          |

No Rate/Rule Schedule items changed.

Sincerely,

Rose Leiter

Company Tracking Number: 1014

TOI: H15G Group Health - Hospital/Surgical/Medical Sub-TOI: H15G.001 Any Size Group

Expense

Product Name: FlexMed
Project Name/Number: FlexMed/1014

# Form Schedule

Lead Form Number: ULIC-FM-P

| Review    | Form      | Form Type     | e Form Name           | Action  | <b>Action Specific</b> | Readability | Attachment |
|-----------|-----------|---------------|-----------------------|---------|------------------------|-------------|------------|
| Status    | Number    |               |                       |         | Data                   |             |            |
| Approved- | ULIC-FM-F | Policy/Con    | t Supplemental        | Initial |                        |             | ULIC-FM-   |
| Closed    |           | ract/Frateri  | n Medical Expense     |         |                        |             | P.pdf      |
|           |           | al            | Insurance Policy      |         |                        |             |            |
|           |           | Certificate   |                       |         |                        |             |            |
| Approved- | ULIC-FM-  | Certificate   | Supplemental          | Initial |                        |             | ULIC-FM-C- |
| Closed    | C-AR      |               | Medical Expense       |         |                        |             | AR.pdf     |
|           |           |               | Insurance Certificate | :       |                        |             |            |
| Approved- | ULIC-FM-A | A Application | /Application for      | Initial |                        |             | ULIC-FM-   |
| Closed    |           | Enrollment    | [FlexMed Gap]         |         |                        |             | A.pdf      |
|           |           | Form          |                       |         |                        |             |            |
| Approved- | ULIC-FM-E | E Application | /Enrollment Form for  | Initial |                        |             | ULIC-FM-   |
| Closed    |           | Enrollment    | [FlexMed Gap]         |         |                        |             | E.pdf      |
|           |           | Form          |                       |         |                        |             |            |

## UNIFIED LIFE INSURANCE COMPANY

A Texas Domiciled Company
[7201 West 129<sup>th</sup> Street, Suite 300, Overland Park, KS 66213]
(Referred to in this Policy as the Company, We, Us, Our)

**Policyholder/Employer:** [John Doe Corporation]

Policy Effective Date: [7/1/08]

Policy Number: [1111] State of Delivery: [Anystate]

Premiums due on: [1<sup>st</sup> day of month] First Renewal Date: [7/1/09]

# SUPPLEMENTAL MEDICAL EXPENSE INSURANCE POLICY PLEASE READ THIS POLICY CAREFULLY.

In consideration of the application of the Employer, a copy of which is attached to and made a part of this Policy, and the payment of the first premium, the Company agrees to issue this Policy subject to all of its terms.

This Policy becomes effective at 12:01 a.m., Standard Time on the Policy Effective Date in the State of Delivery. Subject to the terms and conditions of this Policy, it can be renewed until the First Renewal Date by timely payment of the required premium by the Policyholder. Unless terminated in accordance with the applicable provision of this Policy, it can be renewed after such time from month to month, subject to the terms and conditions of this Policy, by timely payment of the required premium.

The provisions on the following pages and the terms in the Certificate of Insurance are a part of this Policy. A copy of the Certificate of Insurance is attached to, and made a part of this Policy.

Signed at Our administrative office in [Overland Park, KS]. [

President

You may call Unified Life Insurance Company at [1-866-727-2654] for information, inquiries or complaints.

THIS POLICY PROVIDES SUPPLEMENTAL MEDICAL EXPENSE COVERAGE TO THE EMPLOYER'S MAJOR MEDICAL OR COMPREHENSIVE MEDICAL PLAN. IT PAYS BENEFITS FOR HOSPITAL CONFINEMENTS AND CERTAIN OUTPATIENT EXPENSES THAT ARE OTHERWISE COVERED UNDER THE EMPLOYER'S OTHER MEDICAL PLAN BUT NOT PAYABLE DUE TO THE DEDUCTIBLE AND COINSURANCE PROVISIONS OF THAT PLAN.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

THIS POLICY IS CANCELLABLE AT THE OPTION OF THE COMPANY. PLEASE READ THE "TERMINATION OF THIS POLICY" PROVISION.

THIS IS NOT MEDICARE SUPPLEMENT INSURANCE.

ULIC-FM-P

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Mary M. Kixey

#### PREMIUM PROVISIONS

**PREMIUM PAYMENTS**: Premiums are due and payable in advance by the Policyholder on a monthly basis. Premiums are payable to Us at [P.O. Box 7186, Boise, Idaho 83707]. Payment of a premium will not maintain this insurance in force beyond the period for which it is paid except for the Grace Period provision.

**CHANGES IN PREMIUMS**: We may change the amount of the required premium due from the Policyholder by giving the Policyholder at least 60 days advance written notice.

**GRACE PERIOD**: A Grace Period of 31 days will be granted the Policyholder for the payment of each premium after the first, during which Grace Period this Policy will remain in force. If the required premium is not paid by the end of the Grace Period, this Policy will lapse as of the end of the Grace Period.

If a claim is filed for expenses incurred during the Grace Period for which benefits are payable, the Company will deduct the premium for the Grace Period from the claim payment. This will not further extend the Grace Period.

The Policyholder may, by writing to the Company, cancel this Policy:

- (a) on any future premium due date; or
- (b) on any date during the Grace Period.

If coverage is cancelled on a premium due date, the Grace Period will not apply. If cancellation is during the Grace Period and a claim is filed for expenses incurred during the Grace Period for which benefits are payable, the Company will deduct the premium for the Grace Period from the claim payment. This will not further extend the Grace Period.

The Grace Period will not apply if, at least 60 days before the premium due date, the Company has delivered or mailed to the Employer's last address shown in the Company's records written notice of the Company's intent not to renew the coverage.

#### **GENERAL PROVISIONS**

**ENTIRE CONTRACT:** This Policy, including any endorsements, amendments and riders, the attached Policyholder application, the Certificate(s) of Insurance and Insured's enrollment forms attached to their Certificates of Insurance are the entire contract between the parties. All statements made will, in the absence of fraud, be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Policy unless it is contained in a written instrument signed by the Policyholder or the Insured, a copy of which has been furnished to the Policyholder or to the Insured or the Insured's beneficiary.

**CHANGES:** No agent is authorized to alter or amend this Policy or to waive any conditions or restrictions in this Policy or to extend the time for paying a premium. This Policy may be amended at any time by mutual agreement between the Policyholder and Us without the consent of any Covered Person, but without prejudice to any loss incurred prior to the effective date of the amendment. No person, except an officer of the Company, has authority on behalf of the Company to modify this Policy or to waive any of Our rights or requirements.

#### INCONTESTABILITY:

#### For the Policyholder

After this Policy has been in force for two years from the Policy Effective Date, it can only be contested for non-payment of premiums.

#### For a Covered Person

After two years from the effective date of coverage for a Covered Person, no statements in the enrollment form, except fraudulent misstatements, may be used to void the coverage or deny a claim for loss incurred after such two-year period. No statement a Covered Person makes can be used in a contest unless it is in writing and signed by the Covered Person.

**LEGAL ACTION**: No legal action may be brought to recover under this Policy:

- (a) within 60 days after written proof of loss has been furnished as required; or
- (b) after the expiration of three years from the time written proof of loss is required to be provided.

**CONFORMITY WITH STATE LAWS**: A provision of this Policy that conflicts with a law of the State of Delivery is hereby changed to meet the minimum standards of that law.

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**CHANGES IN ENROLLMENT**: All changes should be reported to the Company on a monthly basis. Retroactive adjustments may be made for any changes to enrollments which are not known at the time the premium is billed. We have the right to check the Policyholder's books and records as they relate to this insurance. Any such inspection can be done at any reasonable time.

**CHANGES IN OTHER MEDICAL PLAN OF THE EMPLOYER:** All changes in the Other Medical Plan of the Employer should be reported to the Company within 30 days of the effective date of such change.

**MISSTATEMENT OF AGE:** If the age of a Covered Person has been misstated, Our records will be changed to show the correct age. The benefits provided will not be affected if the Covered Person continues to be eligible for coverage at the correct age. Any premium adjustments will be made so that We receive the premiums due at the correct age. If a Covered Person is not eligible for coverage because of age, We will refund all premiums paid on and after the date the Covered Person was no longer eligible.

**CERTIFICATES OF INSURANCE**: We will issue to the Policyholder an individual Certificate of Insurance for delivery to each Insured. It will state the essential features of the insurance to which the Insured and his or her insured Dependents, if any, is entitled. This will include conditions of eligibility, what benefits are payable and to whom and those provisions of this Policy relative to the procedure to be followed in filing a claim.

**MINIMUM PARTICIPATION REQUIREMENTS:** At least the number shown in the Employer's application of the Employer's eligible Employees must be covered under this Policy.

**MINIMUM CONTRIBUTION REQUIREMENTS:** At least the percentage of the premium due to be contributed by the Employer for each eligible Employee shown in the Employer's application must be contributed by the Employer under this Policy.

**TERMINATION OF THIS POLICY**: We may terminate this Policy at any time following the First Renewal Date by giving the Policyholder written notice at least 60 days in advance. The Policyholder may also terminate this Policy by giving Us written notice at least 60 days before the intended termination date.

We may terminate this Policy if the Other Medical Plan of the Employer is changed or terminated under the terms of the Other Medical Plan.

This Policy will also terminate on the earliest to occur of the following:

- (a) the date the required premium is not paid by the Policyholder, subject to the Grace Period;
- (b) the date the Minimum Participation Requirements are not met by the Employer;
- (c) the date the Minimum Contribution Requirements are not met by the Employer.

Any termination of this Policy will occur at 12:01 a.m., Standard Time in the State of Delivery on the date of termination.

**CERTIFICATE OF INSURANCE PROVISIONS MADE A PART OF THIS POLICY**: The remainder of this Policy consists of the provisions shown in the Certificate(s) of Insurance issued to Insureds under this Policy. Amendments and Riders if any, changing the provisions of the Certificate(s) of Insurance are also made a part of this Policy.

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## UNIFIED LIFE INSURANCE COMPANY

A Texas Domiciled Company
[7201 West 129<sup>th</sup> Street, Suite 300, Overland Park, KS 66213]
(Referred to in this Certificate as the Company, We, Us, Our)

[FlexMed Gap]

#### SUPPLEMENTAL MEDICAL EXPENSE INSURANCE CERTIFICATE

# LIMITED BENEFIT COVERAGE BENEFITS PROVIDED ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.

We certify that coverage is provided for each Covered Person in accordance with the terms of the Policy.

This Certificate of Insurance replaces any previous certificate of insurance issued to You for the coverage described in this Certificate of Insurance. All benefits are subject to the terms of the Policy.

#### PLEASE READ YOUR CERTIFICATE OF INSURANCE CAREFULLY!

Signed at Our administrative office in [Overland Park, KS].

President

You may call Unified Life Insurance Company at [1-866-727-2654] for information, inquiries or complaints.

THIS IS SUPPLEMENTAL MEDICAL EXPENSE COVERAGE TO THE EMPLOYER'S MAJOR MEDICAL OR COMPREHENSIVE MEDICAL PLAN. IT PAYS BENEFITS FOR HOSPITAL CONFINEMENTS AND CERTAIN OUTPATIENT EXPENSES THAT ARE OTHERWISE COVERED UNDER THE EMPLOYER'S OTHER MEDICAL PLAN BUT NOT PAYABLE DUE TO THE DEDUCTIBLE AND COINSURANCE PROVISIONS OF THAT PLAN.

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THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT THE EMPLOYER TO DETERMINE WHETHER THE EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

IMPORTANT CANCELLATION INFORMATION - PLEASE READ SECTION 5 - TERMINATION OF COVERAGE.

THIS IS NOT MEDICARE SUPPLEMENT INSURANCE.

# **TABLE OF CONTENTS**

# Schedule of Benefits

| Section 1  | Defined Terms                  |
|------------|--------------------------------|
| Section 2  | Eligibility and Effective Date |
| Section 3  | Benefits                       |
| Section 4  | Exclusions and Limitations     |
| Section 5  | Termination of Coverage        |
| Section 6  | Premiums                       |
| Section 7  | Claim Provisions               |
| [Section 8 | Outpatient Surgical Schedule]  |

#### **SCHEDULE OF BENEFITS**

Policyholder/Employer: [John Doe Corporation] Policy Number: [1111]

Insured: [John Doe]

Coverage Type: [Employee, Employee & Spouse, Employee & Children, Employee & Family]

Certificate Number: [1212] Certificate Effective Date: [7/1/08]

Certificate First Renewal Date: [7/1/09]

Pre-Existing Condition Limitation Period: [0,12] Months

BENEFIT MAXIMUM BENEFIT

**IN-HOSPITAL BENEFIT** 

Maximum Benefit per Calendar Year [\$500 - \$10,000] per Covered Person, up to a maximum

benefit per Calendar Year of [3] times this amount per

family

**OUTPATIENT BENEFIT** 

Maximum Benefit per same or related condition per [\$200]

Covered Person

PHYSICIAN OUTPATIENT TREATMENT BENEFIT

Maximum Benefit per visit per Covered Person, up to a [\$25]

maximum of 5 visits per Calendar Year per family

**[OUTPATIENT SURGICAL BENEFIT** 

Maximum Benefit per surgical procedure per Covered PERCENTAGE FROM

Person

OUTPATIENT SURGICAL SCHEDULE

Times

[\$500], [\$1,000], [\$1,500], [\$2,000], [\$2,500], [\$3,000], [\$3,500], [\$4,000], [\$4,500], [\$5,000]

Anesthesia used by a Physician during a surgical procedure will be paid at [25%] of the amount paid for the procedure]

# SECTION 1 DEFINED TERMS

The following terms are used in the Policy and will be capitalized wherever used.

Accident means sudden, unexpected and unintended injury:

- (a) which is independent of any illness or disease;
- (b) over which the Covered Person has no control; and
- (c) that takes place while the Policy is in force for the Covered Person.

#### Active Service (Active Work/Actively at Work) means that the Insured is:

- (a) performing in the usual manner all of the regular duties of his or her employment on a full-time basis on any scheduled work day; and
- (b) these duties are being done at one of the places of business where he or she normally does such duties or at some location to which his or her employment sends him or her.

An Insured will be said to be on Active Service on a day which is not a scheduled work day only if he or she would be able to perform in the usual manner all of the regular duties of his or her employment if it were a scheduled work day.

Calendar Year means the period from January 1 through December 31 of the same year.

**Certificate of Insurance** means the individual Certificate issued to an Insured. It describes the coverage under the Policy.

**Coinsurance/Copayment** means the amount of Covered Charges specified by the Other Medical Plan as being the amount, other than Deductibles, to be paid by a Covered Person.

Company, Our, We or Us means Unified Life Insurance Company.

#### **Complications of Pregnancy means:**

- (a) conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, pre-eclampsis, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and
- (b) non-elective cesarean section, termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible.

Covered Charges means those charges described in Section 3 (Benefits) that:

- (a) are covered under the Other Medical Plan; and
- (b) are not excluded under Section 4 (Exclusions and Limitations).

Covered Person(s) means the Insured and his or her Dependents who are insured under the Policy.

**Deductible** means the amount of expenses incurred each Calendar Year for Covered Charges under the Other Medical Plan that a Covered Person must pay before the Other Medical Plan will begin paying benefits toward all or part of the remaining expense for such Covered Charges.

#### **Dependent** means:

- (a) the lawful spouse of the Insured;
- (b) each unmarried child from birth to age 26, including a stepchild or grandchild of the Insured, a child for whom the Insured must provide medical support and a child for whom the Insured is a party in suit for adoption of such child; and
- (c) each unmarried child at least 26 years of age who:
  - (1) is primarily dependent upon the Insured for support because he or she is incapable of self sustaining employment by reason of mental retardation or a physical handicap;
  - (2) was incapacitated and insured under this Certificate of Insurance on the child's 26<sup>th</sup> birthday; and
  - (3) continues to be incapacitated beyond the child's 26<sup>th</sup> birthday.

# SECTION 1 DEFINED TERMS (cont.)

Employee means a person employed by the Employer.

**Employer** means the employer to whom the Policy is issued.

#### Free-Standing Outpatient Surgery Center means a surgical facility that:

- (a) is not part of a Hospital, but it must have been reviewed and approved by the appropriate state health commission to provide the treatment or service;
- (b) has permanent facilities that are equipped for surgical procedures performed by qualified Physicians;
- (c) provides anesthesia administered by licensed anesthesiologists or licensed nurse anesthetists; and
- (d) has registered professional nursing services available on-site whenever a patient is in the facility.

## Hospital means a licensed institution that:

- (a) has on its premises or in facilities available to the Hospital on a contractual prearranged basis and under the supervision of a staff of one or more duly licensed physicians:
  - (1) laboratory, x-ray equipment and operating rooms where major surgical operations may be performed by licensed Physicians;
  - (2) permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician:
  - (3) 24-hour-a-day nursing service by graduate registered nurses; and
  - (4) a patient's written history and medical records; or
- (b) is accredited by the Joint Commission on Accreditation of Health Care Organizations.

The term Hospital shall not include any institution used by the Covered Person as:

- (a) a place for rehabilitation;
- (b) a place for rest, or for the aged;
- (c) a nursing or convalescent home;
- (d) a long term nursing unit or geriatrics ward;
- (e) an extended care facility for the care of convalescent, rehabilitative or ambulatory patients; or
- (f) a psychiatric/substance abuse facility.

**Inpatient** means confinement in a Hospital for a duration of more than 23 continuous hours.

**Insured** means an Employee whose coverage has been applied for and is in force under the terms of the Policy.

Late Enrollee means any person who enrolls for coverage after the first 31 days of first becoming eligible.

Other (or Another) Medical Plan means any major medical or comprehensive medical plan issued to the Employer (Policyholder) through which a Covered Person has coverage, but does not include any limited medical program. CHAMPUS/TRICARE or Medicaid are not comprehensive medical plans.

**Physician** means a practitioner of the healing arts who is practicing within the scope of his or her license in the state where so licensed. For purposes of this definition, Physician does not include any Covered Person or anyone related to any Covered Person by blood or marriage.

Policy means the Policy issued to the Policyholder.

Policyholder means the Employer to whom the Policy is issued.

**Pre-existing Condition** means an illness, disease, or physical condition for which the Covered Person received medical advice or treatment from a Physician within twelve months before the effective date of coverage.

**Sickness** means illness or disease, which starts while the Covered Person's coverage is in force and is the direct cause of the loss.

**Total Disability (or Totally Disabled)** means the Insured is prevented from performing the material and substantial duties of his or her occupation. For Dependents, "Totally Disabled" means the inability to perform a majority of the normal activities of a person of like age in good health.

# SECTION 2 ELIGIBILITY AND EFFECTIVE DATE

#### Insured's Eligibility:

An Employee of the Employer is eligible to be insured under the Policy provided the Employee:

- (a) has completed and signed an enrollment form;
- (b) has completed and signed any required form of payroll deduction authorization;
- (c) has met the Company's underwriting rules, if any; and
- (d) is covered under Another Medical Plan.

Insured's Effective Date: The insurance on any eligible Employee will take effect on:

- (a) the effective date of coverage under the Employer's Other Medical Plan; or
- (b) the requested effective date; or
- (c) the effective date assigned by the Company upon approval of such person's written enrollment form, whichever is later; provided the required premium has been paid for such Employee.

If an eligible Employee is not on Active Service when his or her coverage is to take effect, it will take effect on the first day of the calendar month after the date such Employee returns to Active Service.

**Dependent Eligibility**: If Dependent coverage is available under the Policy, each eligible Dependent will be eligible for such coverage on the day the Insured:

- (a) enrolls and has eligible Dependents; or
- (b) acquires his or her first Dependent;

whichever is sooner, provided the Dependent(s) to be insured is/are covered under the Employer's major medical or comprehensive medical plan.

Dependent coverage may be elected by:

- (a) completing and signing an enrollment form within 31 days of the date the Dependent becomes eligible for coverage; and
- (b) completing any required form of payroll deduction authorization.

**Dependent Effective Date**: The effective date of coverage for each eligible Dependent will be the first of the month following:

- (a) the Company's acceptance of the enrollment form; and
- (b) receipt of the required premium.

However, if on such date the Insured's coverage has not yet taken effect, the effective date for Dependent coverage will be the same as the Insured's effective date of coverage.

Coverage for a newborn Dependent child is effective on the date of birth of such child and continues for 90 days. Coverage will continue past 90 days provided the Company is notified of such child and the applicable additional premium is paid on behalf of such child.

Coverage for an adopted child is effective on the date the Insured files a petition to adopt and continues for 60 days. Coverage will continue past 60 days provided the Company is notified of such child and the applicable additional premium is paid on behalf of such child.

Coverage for newborn children includes prematurity, congenital defects and birth abnormalities of a newborn child.

Enrollment of a child who is the subject of a medical support order shall be automatic for the first 31 days after receipt of a medical support order or notice of a medical support order by the Employer. The Company shall enroll the child without regard to any enrollment period restriction. Enrollment must be accepted from the Insured, the other parent, state agency, or child support enforcement program.

In all other instances, if a Dependent is Totally Disabled on the date coverage (with respect to that particular Dependent) would otherwise take effect, the coverage of that Dependent will be deferred until the first of the month following the Dependent's cessation of Total Disability.

# SECTION 3 BENEFITS

The Company will pay the benefits for Covered Charges incurred by a Covered Person if the Covered Person is covered by Another Medical Plan when such Covered Charges are incurred. Benefits payable under the Policy are limited to:

- (a) any Deductible amount applied to Covered Charges by the Other Medical Plan;
- (b) any Coinsurance/Copayment amount applied to Covered Charges by the Other Medical Plan; and
- (c) the Maximum Benefit shown in the Schedule of Benefits.

**In-Hospital Benefit:** The Company will pay the benefits for Covered Charges incurred by a Covered Person due to Sickness or an Accident if such Covered Charges are incurred while the Covered Person is an Inpatient.

**Outpatient Benefit**: The Company will pay the benefits for Covered Charges incurred by a Covered Person due to Sickness or an Accident if such Covered Charges are:

- (a) rendered in a Hospital emergency room when the Covered Person is not subsequently considered an Inpatient;
- (b) for surgery performed in a Hospital outpatient facility or a Free-Standing Outpatient Surgery Center; or
- (c) for diagnostic testing performed in a Hospital outpatient facility at the request of a Physician for the following services:
  - (1) Magnetic Resonance Imaging (MRI);
  - (2) Electroencephalogram (EEG);
  - (3) Computerized Tomography Scan (CT Scan or CAT Scan);
  - (4) Positron Emission Tomography Scan (PET Scan);
  - (5) Multiple Gated Acquisition (MUGA);
  - (6) Echocardiogram (ECG);
  - (7) Single Photon Emission Computer Tomography (Spect);
  - (8) Cardiovascular Stress Test (Treadmill Stress Test);
  - (9) Pulmonary Ventilation/Perfusion Scan (V/Q Scan).

All benefits for the same or related conditions will be subject to the Maximum Benefit, unless such conditions are separated by 90 consecutive days, then a new Maximum Benefit will apply.

**Physician Outpatient Treatment Benefit**: The Company will pay the benefits for Covered Charges incurred by a Covered Person if such Covered Charges are:

- (a) rendered by a Physician in a Hospital outpatient facility, a free-standing emergency care clinic, or a Physician's office when the Covered Person is not subsequently considered an Inpatient; and
- (b) the result of treatment due to Sickness or emergency care for treatment due to an Accident.

**[Outpatient Surgical Benefit:** The Company will pay the benefits for Covered Charges incurred by a Covered Person due to Sickness or an Accident if such Covered Charges are rendered by a Physician in a Hospital outpatient facility, a Free-Standing Outpatient Surgery Center, or a Physician's office when the Covered Person is not subsequently considered an Inpatient. If the outpatient surgery requires an Inpatient stay, the In-Hospital Benefit will be paid in lieu of this benefit. This benefit will not be paid for any surgical procedure performed in a Hospital emergency room.

If a surgical procedure is not listed in the Outpatient Surgical Schedule, We will pay an amount comparable to that which would be payable for the surgical procedure listed in the Outpatient Surgical Schedule which is most similar in severity and complexity. If two or more surgical procedures are performed at the same time through the same or different incisions, only one benefit, the largest, will be paid.

The Outpatient Surgical Benefit will be paid in addition to any Outpatient Benefit paid for surgery.]

# SECTION 4 EXCLUSIONS AND LIMITATIONS

Benefits will be not be payable for services, expenses or any loss resulting from or in connection with the following:

- During any period the Covered Person does not have coverage under Another Medical Plan.
- Any expense for which benefits are excluded under the Covered Person's Other Medical Plan.
- Intentionally self-inflicted injury or attempted suicide, whether sane or insane.
- Routine well-baby care.
- Elective abortion except, with respect to the Insured or Dependent spouse, where the life of the mother is in danger if the procedure is not performed, or where medical complications have arisen from abortion.
- Pregnancy of a Dependent child, except for Complications of Pregnancy.
- Participating in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority.
- Participating or attempting to participate in an illegal activity or occupation.
- Participating in a contest of speed in power driven vehicles, parachuting, or hang gliding.
- Air travel except as a fare-paying passenger on a commercial airline on a regularly scheduled route or as a passenger for transportation only and not as a pilot or crew member.
- Intoxication. Intoxication means that condition defined by the laws of the state or governing territory in which the loss occurs.
- Alcoholism or drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed.
- Procedures or surgery, including complications arising from procedures or surgery, to have a sex change.
- Investigational or experimental procedures, surgery, or drugs, including procedures, surgeries or drugs for complications arising from having experimental or investigative procedures, surgeries, or drugs.
- An act of war, whether declared or undeclared.
- Service in the armed forced or units auxiliary thereto. Premiums will be refunded on a pro rata basis for any Covered Person who enters military services and all coverage for that Covered Person will be suspended until military service is over.
- Rest care or rehabilitative care and treatment.
- Mental illness or functional or organic nervous disorders, regardless of the cause.
- Dental or vision services, including treatment, surgery, extractions or x-rays, unless resulting from an Accident and if performed within 12 months of the date of such Accident, or due to congenital disease or anomaly of a covered newborn child.
- Accident or Sickness arising out of and in the course of any occupation for compensation, wage or profit. This does not apply to those sole proprietors or partners not covered by Workers' Compensation.
- Routine examinations, such as health exams, periodic checkups, or routine physicals.
- Air or ground ambulance.

**Pre-existing Condition Limitation.** No benefits are payable under the Policy for any expenses incurred due to a Pre-Existing Condition unless the Covered Person has satisfied the Pre-Existing Condition Limitation Period shown in the Schedule of Benefits. When the Policy replaces a previous policy of group supplemental insurance providing similar benefits, the Company shall give credit for the satisfaction or partial satisfaction of the Pre-Existing Condition Limitation Period that has been satisfied under the previous policy.

# SECTION 5 TERMINATION OF COVERAGE

Insured's Coverage: Insurance coverage on an Insured will end on the earliest of these dates:

- (a) the end of the last period for which the required premium has been paid;
- (b) the date the Policy is terminated;
- (c) the date the Employer's Other Medical Plan terminates;
- (d) the date the Employer's Other Medical Plan is renewed;
- (e) the date the Insured retires;
- (f) the date the Insured ceases to be an Employee, as defined in Section 1; or
- (g) the date the Insured's coverage under Another Medical Plan ends.

Coverage on Dependent(s): Insurance coverage on a Dependent will end on the earliest of these dates:

- (a) the date the Insured's coverage terminates;
- (b) the end of the last period for which the required premium has been paid;
- (c) the date the Dependent no longer meets the definition of Dependent, as defined in Section 1;
- (d) the date the Dependent's coverage under Another Medical Plan ends; or
- (e) the date the Policy is modified so as to exclude Dependent coverage.

The Company may end the coverage of any Covered Person who submits a fraudulent claim.

**Continuation of Coverage**: If a Covered Person's coverage under the Policy terminates, such coverage may be continued provided that:

- (a) the Covered Person's coverage is being continued under the Other Medical Plan;
- (b) the Covered Person continues to be covered under the Other Medical Plan; and
- (c) the required premium is paid for the Covered Person.

Continued Coverage under the Policy will end on the earliest to occur of the following:

- (a) the Covered Person's coverage being continued under the Other Medical Plan terminates;
- (b) the Covered Person ceases to be covered under the Other Medical Plan; or
- (c) the required premium for the Covered Person has not been paid as required under the Policy.

#### SECTION 6 PREMIUMS

Premiums are due and payable in advance by the Policyholder on a monthly basis. Premiums are payable to the Company at its administrative office. Payment of a premium will not maintain this insurance in force beyond the period for which it is paid except for the Grace Period provision.

The premium rates may be changed by the Company. If the rates are changed, the Company will give the Policyholder at least 60 days advance written notice. If a change in benefits contained in the Policy or Other Medical Plan increases the Company's liability, premium rates may be changed on the date the Company's liability is increased.

# SECTION 7 CLAIM PROVISIONS

**NOTICE OF CLAIM:** The Insured should notify the Company, in writing, within 30 days after he or she or one of his or her covered Dependents incurs a loss covered by the Policy. If it is not reasonably possible to give notice within this time period, the claim will not be denied or reduced due to the delay. Written notice should be sent to the Company at [P.O. Box 7186, Boise, Idaho 83707].

**CLAIM FORMS:** A claim form should be used for filing proof of loss. We will send the forms needed for filing proof of loss to the claimant within 15 days of receipt of Notice of Claim. If claim forms are not supplied within this stated period of time, a claimant can give proof by sending, in writing, a description of the loss regarding the nature and extent of the loss.

**PROOF OF LOSS:** Proof of Loss must be given to the Company within 90 days after the loss. The Company will accept late proof if:

- (a) it was not reasonably possible to give proof in that time; and
- (b) the proof is given within one year from the date it is otherwise required. This one year limit will not apply in the absence of legal capacity.

The explanation of benefits under the Other Medical Plan must be submitted with claim forms for all claims.

**TIME OF PAYMENT OF CLAIMS:** Benefits for a covered loss will be paid immediately but in no event later than 30 days after the Company receives written Proof of Loss.

**PAYMENT OF BENEFITS:** Unless assigned, all benefits will be paid to the Insured. Accrued benefits that are not paid at the Insured's death will be paid to the Insured's beneficiary or estate. If a benefit is to be paid to the Insured's estate, or to the Insured if the Insured is not competent to give a valid release, We may pay up to \$1,000 of such benefit to one of the Insured's relatives who is deemed by Us to be justly entitled to it. Such payment, made in good faith, fully discharges Us to the extent of the payment.

ASSIGNMENT OF BENEFITS: The benefits of the Policy may be assigned.

**PHYSICAL EXAMINATION**: The Company has the right to have a Covered Person examined as often as is reasonably necessary while a claim is pending. The Company will pay for such examination.

**PAYMENT TO MANAGING CONSERVATOR OF AN INSURED DEPENDENT CHILD:** For a minor child who otherwise qualifies as a Dependent child of an Insured, benefits may be paid on behalf of such child to a person who is not the Insured if an order issued by a court or competent jurisdiction in this or any other state appoints such person the possessor or managing conservator of the child.

To be entitled to receive benefits, a possessor or managing conservator of an insured Dependent child must submit to Us with the claim application written notice that such person is the possessor or managing conservator of the insured Dependent child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as a possessor or managing conservator or other evidence designated by rule of the state Department of Insurance that the person qualifies to be paid the benefits. Such requirements shall not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Covered Person where the Covered Person has paid any portion of a medical bill that would be covered under the terms of the Policy.

# [SECTION 8 OUTPATIENT SURGICAL SCHEDULE PERCENTAGE OF SURGICAL BENEFIT

| Abdaman Daritanawa and                        |      | T  |      | Famala Canital  |      |
|---|------|--|------|---|------|
| Abdomen, Peritoneum, and Omentum, Laparoscopy | 10.5 | Biopsy, Prostate                               | 8.0  | Female Genital, Surgery of the (Complex)                                      | 26.3 |
| Acne Surgery                                  | 2.5  | Biopsy, Skin                                   | 3.0  | Finger, Amputation of   | 24.4 |
| Adenoidectomy                                 | 7.0  | Breast, Repair or Reconstruction of the        | 55.5 | Foot & Toes,<br>Surgery of the (Complex)                                      | 38.6 |
| •   |      |  |      | Foot & Toes,  |      |
| Angioscopy                                    | 5.5  | Breast Tumor, Removal of                       | 34.0 | Surgery of the (Simple) Foot or Toe – Closed Treatment,                       | 12.0 |
| Anus, Surgical Endoscopy                      | 4.5  | Bunionectomy                                   | 25.5 | Fracture and/or Dislocation of Foot or Toe – Percutaneous Skeletal            | 7.5  |
| Appendectomy                                  | 21.0 | Burns, Local Treatment                         | 3.0  | Fixation, Fracture and/or Dislocation of Forearm or Wrist – Closed Treatment, | 17.6 |
| Appendectomy, Laparoscopic                    | 17.0 | Bypass Graft, Not Vein                         | 45.0 | Fracture and/or Dislocation of  | 12.0 |
| Arteries/Veins, Surgery of the                | 26.5 | Cardiac Catheterization                        | 54.0 | Forearm or Wrist – Open Treatment, Fracture and/or Dislocation of             | 25.5 |
| Artery Bypass Graft                           | 47.0 | Carpal Tunnel Release                          | 14.0 | Forearm/Wrist,<br>Surgery of the (Complex)                                    | 34.1 |
| Arthroplasty, Forearm/Wrist                   | 29.0 | Casts, Application of                          | 2.5  | Foreign Body from Ear, Removal of   | 1.5  |
| Arthroplasty, Hand/Fingers                    | 30.0 | Cataract Extraction                            | 23.0 | Foreign Body from Eyeball,<br>Removal of                                      | 3.8  |
| Arthroplasty, Hip                             | 52.0 | Cataract Extraction (2 <sup>nd</sup> Cataract) | 8.0  | Free Skin Grafts  | 21.8 |
| Arthroplasty, Knee Joint                      | 52.0 | Cholecystectomy                                | 29.0 | General Pacemaker or Defibrillator  | 30.0 |
| Arthroplasty, Leg/Ankle Joint                 | 23.0 | Cholecystectomy, Laparoscopic                  | 22.0 | Grafts of Bone, Cartilage, Tendon   | 19.9 |
| Arthroplasty, Shoulder                        | 47.0 | Cholecystoenterostomy                          | 34.0 | Hammertoe Operation   | 17.6 |
| Arthroplasty, Upper Arm/Elbow                 | 29.0 | Circumcision                                   | 10.0 | Hand or Finger – Closed Treatment,<br>Fracture and/or Dislocation of          | 8.3  |
| Arthroscopy, Knee – Diagnostic                | 15.0 | Cleft Lip, Repair of                           | 33.0 | Hand or Finger – Open Treatment, Fracture and/or Dislocation of               | 18.4 |
| Arthroscopy,<br>Metacarpophalangeal Joint     | 16.5 | Cleft Palate, Repair of                        | 29.0 | Hand/Fingers, Surgery of the  | 10.1 |
| Arthroscopy, Other                            | 24.0 | Colonoscopy                                    | 17.0 | Hand/Fingers, Repair of   | 30.0 |
| Arthroscopy, Shoulder                         | 25.5 | Corneal Transplant                             | 35.0 | Heart & Pericardium, Surgery of the   | 28.5 |
| Arthroscopy,<br>Shoulder – Diagnostic         | 17.0 | Coronary Artery Anomalies,<br>Repair of        | 50.5 | Hernia Repair   | 16.9 |
| Arthroscopy, Temporomandibular Joint          | 27.0 | Coronary Bypass/Grafts                         | 64.5 | Hera, Laparoscopy   | 13.1 |
| Arthroscopy, Wrist                            | 18.5 | Coronary Transhu mal Angioplasty               | 27.5 | Hysterectomy  | 31.1 |
|   |      | , <u>, , , , , , , , , , , , , , , , , , </u>  |      | Hysterectomy,   |      |
| Arthroscopy, Wrist – Diagnostic               | 18.5 | Coronary Transluminal Angioplasty              | 7.5  | Following Cesarean Section  | 16.9 |
| Arthrotomy, Forearm/Wrist                     | 18.5 | Cryotherapy for Acne                           | 1.5  | Injection of Nerve Block Agent  | 4.9  |
| Arthrotomy, Hand/Fingers                      | 20.0 | Debridement Lesions                            | 2.5  | Inner ear, Surgery of the (Complex)   | 28.1 |
| Arthrotomy, Pelvis/Hip Joint                  | 23.5 | Diagnostic Sigmoidoscopy                       | 3.8  | Intestine, Laparoscopy  | 31.1 |
| Arthrotomy, Shoulder                          | 23.5 | Diaphragm, Repair of (Neonatal)                | 75.0 | Intravascular Ultrasound Services   | 3.8  |
| Arthrotomy, Thigh/Knee Joint                  | 23.0 | Diaphragm, Repair of                           | 31.9 | Intubation  | 4.1  |
| Arthrotomy, Upper Arm/Elbow                   | 18.5 | Dilatation of Curettage                        | 9.4  | Kidney, Surgery of the (Complex)  | 37.1 |
| Biliary Tract,<br>Diagnostic Endoscopy        | 9.0  | External Ear, Surgery of the (Complex)         | 30.0 | Kidney, Diagnostic Endoscopy  | 19.1 |
| Biliary Tract,<br>Surgical Endoscopy          | 15.5 | Eyeball, Surgery of the (Complex)              | 38.3 | Kidney, Surgical Endoscopy  | 25.1 |
| Biopsy, Eye Muscle                            | 6.5  | Fallopian Tubes, Ligation of                   | 2.6  | Knee Reconstruction   | 34.1 |
|   |      | ,        |      |   | •    |

# SECTION 8 OUTPATIENT SURGICAL SCHEDULE PERCENTAGE OF SURGICAL BENEFIT (cont.)

|  |       | Other Lymphatic System,                   |      |   |      |
|--|-------|---|------|---|------|
| Laparotomy                             | 23.6  | Laparoscopy                               | 18.4 | Spinal Catheter Implantation            | 14.3 |
| Leg or Ankle Joint - Closed Treatment, |       |   |      | Spine - Closed Treatment,               |      |
| Fracture and/or Dislocation of         | 12.0  | Other Prostate Surgery                    | 29.3 | Fracture and/or Dislocation of          | 9.8  |
| Leg or Ankle Joint - Open Treatment,   |       |   |      |   |      |
| Fracture and/or Dislocation of         | 28.9  | Other Testis, Laparoscopy                 | 24.4 | Spine, Surgery of the (Complex)         | 47.3 |
| Leg/Ankle Joint,                       |       | Other Uterus,                             |      | Spine Requiring Anesthesia,             |      |
| Surgery of the (Complex)               | 28.5  | Laparoscopy/Hysteroscopy                  | 11.6 | Manipulation                            | 8.3  |
|  |       |   |      |   |      |
| Leg/Ankle Joint, Repair of             | 30.0  | Oviduct/Ovary, Laparoscopy                | 18.8 | Spleen, Laparoscopy                     | 33.0 |
| Lesions on Hand/Fingers,               |       |   |      | Transluminal Atherectomy –              |      |
| Excision of                            | 18.4  | Pacemaker Insertion, Permanent            | 18.8 | Percutaneous                            | 19.1 |
|  |       | Palate/Uvula, Surgery of the              |      |   |      |
| Lips, Surgery of the (Complex)         | 24.4  | (Moderate Complexity)                     | 20.3 | Treatment of Spinal Deformity           | 63.0 |
| Lymph Nodes and                        |       | Pelvis, Surgery of the                    |      |   |      |
| Lymphatic Channels                     | 31.1  | (Moderate Complexity)                     | 25.5 | Tympanoplasty                           | 29.6 |
| Lymph Nodes and Lymphatic              |       | Pelvis or Hip Joint Percutaneous Skeletal |      | _                                       |      |
| Channels, Surgery of the               | 8.3   | Fixation, Fracture and/or Dislocation of  | 32.3 | Tympanostomy                            | 5.3  |
|  |       | Percutaneous Transluminal                 |      |   |      |
| Lymphadenectomy                        | 30.0  | Balloon Angioplasty                       | 20.3 | Ulcer Surgery                           | 30.0 |
|  |       | Pharynx, Adenoids, and Tonsils,           |      | Upper Arm/Elbow - Closed Treatment,     |      |
| Lymphadenectomy, Laparoscopic          | 27.4  | Surgery of the (Complex)                  | 32.6 | Fracture and/or Dislocation of          | 9.8  |
|  | 40 -  |   | 40.5 | Upper Arm/Elbow – Open Treatment,       | 00.5 |
| Major Vessel Shunt                     | 46.5  | Portal Decompression Procedures           | 43.9 | Fracture and/or Dislocation of          | 28.9 |
|  |       |   |      | Upper Arm/Elbow – Percutaneous Skeletal |      |
| Male Genital, Surgery of the           | 27.8  | Renal, Laparoscopy                        | 36.8 | Fixation of Humeral Fracture, Fracture  | 26.3 |
|  |       | Repair/Closure of Wounds                  |      | Upper Arm/Elbow,                        |      |
| Malignant Lesions, Excision of         | 6.8   | (Complex)                                 | 12.4 | Surgery of the (Complex)                | 30.4 |
|  |       | Repair/Closure of Wounds                  |      | Ureter,                                 |      |
| Mastectomy                             | 26.3  | (Intermediate)                            | 6.8  | Surgery of the (Complex)                | 37.5 |
| Mediastinum,                           |       |   |      | Ureter,                                 |      |
| Surgery of the (Complex)               | 30.8  | Repair/Closure of Wounds (Simple)         | 5.3  | Diagnostic Endoscopy                    | 23.3 |
| Middle Ear,                            |       |   |      | Ureter,                                 |      |
| Surgery of the (Complex)               | 30.0  | Retina, Repair of                         | 39.4 | Surgical Endoscopy                      | 33.4 |
| Missallana and Osalisa Dana dan        | 0.4   | Distriction                               | 040  | Harton Pilestone Language               | 00.0 |
| Miscellaneous Cardiac Procedure        | 6.4   | Rhinoplasty                               | 34.9 | Ureterolithotomy, Laparoscopy           | 30.8 |
| Mouth Logian Indiaign & Drainage       | 0.6   | Salivary Glands & Ducts,                  | 40.4 | Urethra,                                | 27.4 |
| Mouth Lesion, Incision & Drainage      | 8.6   | Surgery of the (Complex)                  | 40.1 | Surgery of the (Complex)                | 21.4 |
| Musculoskeletal System,                | 44.0  | Contained Introduced Democratical         | 40.5 | Heather Dilation of                     | 0.0  |
| Surgery of the (Complex)               | 41.3  | Septal and Intranasal Dermatoplasty       | 16.5 | Urethra, Dilation of                    | 2.6  |
| Nails, Incision, Excision of           | 3.0   | Septal Defect, Repair of                  | 56.3 | Urothrophophy                           | 20.3 |
| Neck or Thorax – Closed Treatment,     | 3.0   | Septai Delect, Repair of                  | 30.3 | Urethronhaphy                           | 20.3 |
| Fracture and/or Dislocation of         | 4.1   | Septoplasty                               | 15.0 | Varicose Vein Excision                  | 14.6 |
| Neck or Thorax – Open Treatment,       | 4.1   | Shaving of Epidermal or                   | 13.0 | Valicose Veili Excision                 | 14.0 |
| Fracture and/or Dislocation of         | 22.5  | Dermal Lesions                            | 2.3  | Vasectomy                               | 16.5 |
| Neck/Thorax,                           | 22.5  | Shoulder – Closed Treatment,              | 2.5  | Vasecioniy                              | 10.5 |
| Surgery of the (Complex)               | 33.8  | Fracture and/or Dislocation of            | 9.8  |   |      |
| Surgery of the (Complex)               | 33.0  | Shoulder – Open Treatment,                | 3.0  |   |      |
| Nemoplasty                             | 14.3  | Fracture and/or Dislocation of            | 24.0 |   |      |
| remoplasty                             | 14.0  | Tradiare ana/or Biologation of            | 24.0 |   |      |
| Neuronhaphy                            | 24.4  | Shoulder, Surgery of the (Complex)        | 36.4 |   |      |
| rearonnaphy                            | 27.7  | enduder, eargery or the (complex)         | 00.4 |   |      |
| Neurostimulators (Highly Complex)      | 44.3  | Shoulder, Manipulation of the             | 7.9  |   |      |
| Nose/Nasal Passages,                   | 11.0  | Chedidal, Manipalation of the             | 7.0  |   |      |
| Surgery of the (Complex)               | 24.0  | Skin, Incision & Drainage                 | 3.8  |   |      |
| Nose/Nasal Passages,                   |       | Skin, Subcutaneous, etc.,                 | 0.0  |   |      |
| Diagnostic Endoscopy                   | 4.1   | Surgery of the (Complex)                  | 29.6 |   |      |
| Ocular Adnexa.                         | † ··· | Skull Fracture and/or Dislocation –       | _5.0 |   |      |
| Surgery of the (Complex)               | 31.9  | Closed Treatment                          | 8.6  |   |      |
| Other Biliary Tract, Laparoscopy       |       | Skull/Face/Jaw,                           | 1    |   |      |
| Surgery of the                         | 9.0   | Surgery of the (Highly Complex)           | 57.4 |   |      |
| Other Bodily Systems,                  | 1     | is gery as and (enginy domplox)           |      |   |      |
| Diagnostic Endoscopy                   | 13.1  | Spinal Arthrodesis                        | 13.5 |   |      |
| -17                                    |       | <u> </u>                                  |      |   |      |

# Unified Life Insurance Company [P.O. Box 25326, Overland Park, KS 66213-5326]

# Application for [FlexMed Gap] Supplemental Medical Expense Insurance

| Proposed Effective Date:   | First Renewal Date:                   |  |  |  |  |  |
|--|---------------------------------------|--|--|--|--|--|
| Proposed Policyholder (Legal Name of Employer):  | Employer Identification Number:       |  |  |  |  |  |
| Principal Business or Activity:  | SIC Code:                             |  |  |  |  |  |
| Home or Corporate Office Address:  |                                       |  |  |  |  |  |
| Street City  | State Zip Code                        |  |  |  |  |  |
| Do you have employees located in other states? ☐ Yes ☐ No If Yes, please list states here: |                                       |  |  |  |  |  |
| Contact I  | nformation                            |  |  |  |  |  |
| Executive Contact Person:  | Billing Contact Person:               |  |  |  |  |  |
| Title:   | Title:                                |  |  |  |  |  |
| Telephone:   | Telephone:                            |  |  |  |  |  |
| Email Address:   | Email Address:                        |  |  |  |  |  |
| Fax Number:  | Fax Number:                           |  |  |  |  |  |
| Insurance  | Applied For                           |  |  |  |  |  |
| Plan I   |                                       |  |  |  |  |  |
| In-Hospital Benefit  | Outpatient Surgical Benefit           |  |  |  |  |  |
| Maximum Benefit: \$ Maximum Benefit: \$  |                                       |  |  |  |  |  |
| Employer's Major Medical or Comprehensive Medical Plan Data                                |                                       |  |  |  |  |  |
| Carrier:   |                                       |  |  |  |  |  |
| Deductible: \$ Total Out of Pocket   | Maximum (including Deductible): \$    |  |  |  |  |  |
| Effective Date: Rene   | wal/Anniversary Date:                 |  |  |  |  |  |
| Enrollment Count: Employee Only Employee & Spouse  | Employee & Children Employee & Family |  |  |  |  |  |
| Plan II  |                                       |  |  |  |  |  |
| In-Hospital Benefit  | Outpatient Surgical Benefit           |  |  |  |  |  |
| Maximum Benefit: \$  | Maximum Benefit: \$                   |  |  |  |  |  |
| Employer's Major Medical or Comprehensive Medical Plan Data                                |                                       |  |  |  |  |  |
| Carrier:   |                                       |  |  |  |  |  |
| Deductible: \$ Total Out of Pocket   | Maximum (including Deductible): \$    |  |  |  |  |  |
| Effective Date: Rene   | wal/Anniversary Date:                 |  |  |  |  |  |
| Enrollment Count: Employee Only Employee & Spouse  | Employee & Children Employee & Family |  |  |  |  |  |

| <b>Proposed Insured Count</b>  | Employee Only   | Employee                    | & Spouse                   | Employee & Children                               | Employee & Family                                |  |  |  |  |
|--|---|-----------------------------|----------------------------|---|--|--|--|--|--|
| Under Age 55   |   |                             |                            |   |  |  |  |  |  |
| Age 55 and Older   |   |                             |                            |   |  |  |  |  |  |
| Total Proposed   |   |                             |                            |   |  |  |  |  |  |
| Only Employees and their Dependents that are covered under the Employer's major medical or comprehensive medical plan are eligible for this insurance. CHAMPUS/TRICARE, Medicaid, or limited medical benefit programs are not comprehensive medical plans. Unified Life Insurance Company requires a minimum participation of eligible Employees to be covered under the Policy.   |   |                             |                            |   |  |  |  |  |  |
| Employer will pay%   | or \$ of  | Employee Co                 | osts and                   | % or \$   | _ of Dependent Costs                             |  |  |  |  |
| Important Note: All persons (100% participation) insured by the Employer's major medical or comprehensive medical plan must be covered if the Employer contributes 100% of the premium. For purposes of the minimum participation requirements, employees who are not eligible (due to the fact they are not covered under the Other Medical Plan) will not be taken into account. |   |                             |                            |   |  |  |  |  |  |
|  |   | Premium P                   | ayment                     |   |  |  |  |  |  |
|  | Make check payal  |                             |                            |   |  |  |  |  |  |
|  | \$  | Amoun                       | t of Attached              | l Check   |  |  |  |  |  |
| THE FIRST PR   | ALL PREMIUN<br>EMIUM MUST BE PA   |                             |                            | ADVANCE<br>FECTIVE DATE OF IN                     | ISURANCE   |  |  |  |  |
|  | Agreements, R   | epresentatio                | ns and Und                 | erstanding  |  |  |  |  |  |
| I represent that all statement Unified Life Insurance Comp   |   |                             |                            |   |  |  |  |  |  |
| <b>I understand</b> that the Supplemental Medical Expense Insurance Policy for which I have applied is a Policy that pays only the benefits selected and set forth in the Policy itself. Our agent has explained the Policy's limitations and exclusions, if any.  |   |                             |                            |   |  |  |  |  |  |
| I understand that only those employees and dependents covered under our company's major medical or comprehensive medical plan are eligible for coverage.   |   |                             |                            |   |  |  |  |  |  |
| <b>I understand</b> that this application shall be attached as part of the Policy applied for and that no insurance shall be effective until approved by Unified Life Insurance Company.   |   |                             |                            |   |  |  |  |  |  |
| <b>I understand</b> the Policyholder agrees to make any necessary payroll deductions for any employee's share of the cost of this insurance and to remit the total premium and any administrative fee as they become due.  |   |                             |                            |   |  |  |  |  |  |
| <b>I understand</b> that the Policyholder or Unified Life Insurance Company may terminate the Policy on any premium due date by giving at least 60 days written notice to the other party. The Policyholder is responsible for notifying the Insureds of the termination or non-renewal of the Policy.   |   |                             |                            |   |  |  |  |  |  |
|  | <b>I understand</b> that Unified Life Insurance Company and the Policyholder may agree to amend the Policy at any time without the consent of any employee or other person. |                             |                            |   |  |  |  |  |  |
| I acknowledge and understand that any material misrepresentation on this application inasmuch as the misrepresentation must be material to the risk or the hazard assumed by my agent or me may result in the cancellation, rescission, or premium adjustment of any Policy issued based on this application.  |   |                             |                            |   |  |  |  |  |  |
| Any person who knowingle<br>for insurance or stateme<br>misleading information con-<br>subjects such person to crit  | nt of claim containing<br>ncerning any fact mater<br>minal and civil penalties  | any mater<br>rial thereto ( | ially false<br>commits a f | information or conceal<br>raudulent insurance act | ls for the purpose of<br>t, which is a crime and |  |  |  |  |
| Signed at: City  |   | State                       | Date                       |   |  |  |  |  |  |
|  |   |                             |                            | mm/dd/  |  |  |  |  |  |
|  |   |                             |                            |   |  |  |  |  |  |
| X  | Authorized Signature/Title  | e                           |                            | _   |  |  |  |  |  |
|  |   |                             |                            |   |  |  |  |  |  |
| XAgant Sig   | gnature   |                             | A gant Dai-                | ited Name   | Agent Number                                     |  |  |  |  |
| Ageill Sig   | gnature   |                             | Agent Fill                 | icu Ivailie                                       | Agent mulliber                                   |  |  |  |  |

# Unified Life Insurance Company [P.O. Box 25326, Overland Park, KS 66213-5326]

# Enrollment Form for [FlexMed Gap] Supplemental Medical Expense Insurance

| Please check appropriate item: New Coverage   | e                                   |                              | , address change, etc.)   |            |  |  |
|---|-------------------------------------|------------------------------|---------------------------|------------|--|--|
| If Other, indicate reason for change:   |                                     |                              |                           |            |  |  |
| Proposed Insured (Employee)   | Female                              |                              |                           |            |  |  |
| Name:   |                                     |                              |                           |            |  |  |
| (Last)  | (First)                             |                              | (MI)                      |            |  |  |
| Street Address:   | City:                               | State:                       | Zip Code:                 |            |  |  |
| Home Phone # ()   | Birth Date//                        | Age Soc.                     | Sec. No                   |            |  |  |
| Employer Occupation   | n                                   | Date of Emp                  | ployment                  |            |  |  |
| Coverage Election: (Select One)   |                                     |                              |                           |            |  |  |
| ☐ Employee & S  | Spouse $\square$ Employe            | ee & Children                | ☐ Employee & Fan          | nily       |  |  |
| <b>Dependent Names:</b> (First-MI–Last) (If more space is needed, attach a separate sheet.)   | Relationship To<br>Proposed Insured | Date of Birth<br>(Mo/Day/Yr) | Social Security<br>Number | Sex        |  |  |
|   | •                                   | / /                          |                           | M/F        |  |  |
|   |                                     | / /                          |                           | M/F        |  |  |
|   |                                     | / /                          |                           | M/F        |  |  |
|   |                                     | / /                          |                           | M/F<br>M/F |  |  |
|   |                                     | / /                          |                           | M/F        |  |  |
| Premium Deduction Authorization  I hereby authorize my employer to deduct \$  | i-Weekly  Monthly  Se               | emi-Monthly                  |                           |            |  |  |
| I have read the answers and statements written in this enrollment form and represent each and all of them to be true and complete to the best of my knowledge and belief. In the absence of fraud, my answers shall be deemed representations and not warranties. I agree that a copy of this enrollment form and any supplement shall be attached to and form a part of any Certificate of Insurance issued. Acceptance of any Certificate of Insurance issued on this enrollment form will constitute a ratification of any corrections or additions to the enrollment form noted by the Company in the space headed "Administrative Office corrections and additions only" for administrative purposes. A copy of the amended enrollment form attached to the Certificate of Insurance will be sufficient notice of such corrections or additions. |                                     |                              |                           |            |  |  |
| I further understand that this coverage will not become a major medical or comprehensive medical plan. I u  |                                     |                              |                           |            |  |  |
| Any person who knowingly and with the intent to cor statement of claim containing any materially fall any fact material thereto commits a fraudulent in penalties.  | lse information or conceals f       | or the purpose of m          | nisleading information o  | concerning |  |  |
| X   | \ <b>a</b>                          |                              | _                         |            |  |  |
| Proposed Insured (Employee  | e) Signature                        |                              | Date                      |            |  |  |
| X   |                                     |                              |                           |            |  |  |
| Agent Signature Date  |                                     |                              |                           |            |  |  |
| Agent Printed Nam   | ne                                  | <del></del> -                | Agent Number              |            |  |  |
| Administra  | tive Office corrections and a       | additions only               |                           |            |  |  |
| ☐ Plan I ☐ Plan II  |                                     |                              |                           |            |  |  |

Company Tracking Number: 1014

TOI: H15G Group Health - Hospital/Surgical/Medical Sub-TOI: H15G.001 Any Size Group

Expense

Product Name: FlexMed

Project Name/Number: FlexMed/1014

# **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: 1014

TOI: H15G Group Health - Hospital/Surgical/Medical Sub-TOI: H15G.001 Any Size Group

Expense

Product Name: FlexMed
Project Name/Number: FlexMed/1014

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice Approved-Closed 07/21/2008

Comments: Attachments:

Arkansas Certificate of Compliance.pdf Generic Readability Certification.pdf

**Review Status:** 

Bypassed -Name: Application Approved-Closed 07/21/2008

Bypass Reason: The applications are being submitted for review and approval in the Form Schedule.

**Comments:** 

**Review Status:** 

Satisfied -Name: Actuarial Memorandum Approved-Closed 07/21/2008

Comments: Attachment:

ULIC FlexMed Memo No Rates - Nationwide 6-1-08.pdf

**Review Status:** 

Satisfied -Name: Explanation of Variables Approved-Closed 07/21/2008

Comments:

Attachment:

Explanation of Variables.pdf

# STATE OF ARKANSAS

# **CERTIFICATE OF COMPLIANCE**

Company: Unified Life Insurance Company

Form Numbers: ULIC-FM-P, ULIC-FM-C, ULIC-FM-A, ULIC-FM-E

I hereby certify that to the best of my knowledge and belief, the above filing meets the Arkansas requirements of Rule 19, Regulation 49, Ark. Code Ann. 23-79-138 and Bulletin 11-88.

Stephanie Baker

Vice President, Health Insurance & Compliance

July 17, 2007

Date

## **READABILITY CERTIFICATION**

Company Name: Unified Life Insurance Company

I hereby certify, that the form(s) listed below has (have) the following readability score(s) as calculated by the Flesch Reading Ease Test. Defined words have been excepted text.

| Form Number                       | Score |
|-----------------------------------|-------|
| ULIC-FM-P                         | 56.2  |
| ULIC-FM-C                         | 52.9  |
| ULIC-FM-A (scored with ULIC-FM-P) | 50.8  |
| ULIC-FM-E (scored with ULIC-FM-C) | 51.0  |

Stephance Daker

Stephanie Baker

Vice President, Health Insurance & Compliance

July 16, 2008

Date

# Supplemental Medical Expense Insurance Policy ULIC-FM-P Actuarial Memorandum

## **Purpose and Scope**

This memorandum will document the actuarial basis for the gross premiums for this product.

## **Description of Benefits**

The policy form is a group supplemental policy. The policy offers supplemental benefits for hospital confinement and outpatient hospital treatment covered by a major medical plan or comprehensive health plan.

Exhibit I summarizes the base benefits and optional riders. See the policy, certificate, and rider forms for more details.

## **Renewability Clause**

This product is renewable at the option of the insurer. The Company also reserves the right to raise premiums.

# **Applicability**

This actuarial memorandum is for new and renewal group policies issued under this form.

## **Morbidity**

The morbidity is based upon:

- Historical credible claim costs experienced by other Lewis & Ellis, Inc. clients;
- Publicly available data regarding similar programs;
- The Lewis & Ellis claim cost manual;
- Adjustments for the expected risks to be written.

## **Mortality**

There is no specified mortality assumption as there is no benefits payable on death.

# **Unified Life Insurance Company**

#### **Persistency**

There is no explicit persistency assumption. It is contemplated that rates will be adjusted each year to reflect medical trend and emerging experience. Each year's rates are intended to cover the morbidity for that rating period.

# **Marketing Method**

The product will be offered to those covered under a group major medical plan or group comprehensive health plan that has an annual deductible provision.

# **Underwriting**

The policy form is guaranteed issue, subject to all persons being covered by the group's major medical plan also being covered by this plan. Participation and group size requirements may apply.

# Premium Classes/Issue Age/Area Factors

Premiums will be determined primarily by the following variables:

- Maximum benefit amount;
- Family classification;
- The underlying major medical plan's deductible and/or coinsurance.

### **Average Annual Premium**

The average annual premium per certificate is projected to be \$500 - \$1,000.

#### **Premium Modalization Rules**

Monthly mode is the only mode available.

#### **Claim Liability and Reserves**

The claim reserves will be calculated by either the loss ratio or claim lag factor methods depending on the credibility of the Company's experience for this business.

# **Unified Life Insurance Company**

#### **Active Life Reserves**

There are no active life reserves on this product.

# **Anticipated Loss Ratio**

The anticipated lifetime loss ratio for this product is 50.0%.

#### **Actuarial Certification**

I certify that to the best of my knowledge and judgment that the attached rates are reasonable in relation to the benefits provided and are not excessive, inadequate, or unfairly discriminatory.

I certify that the cost of the supplemental coverage is not expected to exceed 15% of the cost of the primary coverage pursuant to the U.S. Department of Labor Field Assistance Bulletin No. 2007-04.

David M. Dillon, FSA, MAAA

Lewis & Ellis, Inc. – Actuaries & Consultants

June 1, 2008

# Exhibit I – Summary of Benefits Supplemental Medical Expense Insurance Policy ULIC-FM-P

# **Product Specifications:**

- A supplemental medical expense policy designed exclusively for employees and their dependents covered under a group major medical plan or comprehensive health plan that has an annual deductible provision.
- Benefits are paid for the portion of charges covered under an insured's
  major medical plan that are incurred due to injury or sickness in a covered
  inpatient or outpatient facility that are not paid by their major medical plan
  by reason of the covered charges being applied to the Major Medical
  deductible or coinsurance.
- The base plan covers inpatient services, outpatient services in departments of a hospital, emergency rooms, hospital outpatient facilities, and free-standing outpatient surgery centers.
- Covered Facilities are:
  - Hospitals for In-Hospital Confinements
  - Outpatient Department of a Hospital
  - Emergency Room of a Hospital
  - Free-Standing Outpatient Surgery Center

The base supplemental plan has the following provisions:

- Inpatient maximum equal to overall maximum
- Outpatient maximum equal to \$200, quarterly
- Physician outpatient treatment maximum equal to \$25 per visit

#### Options include:

• An outpatient surgery benefit equal to the benefit selected times the surgery percentage listed in the surgical schedule.

# EXPLANATION OF VARIABLES FORMS ULIC-FM-P, ULIC-FM-C, ULIC-FM-A, ULIC-FM-E

#### **ULIC-FM-P**

Company specific information is variable in the event of a change.

Policyholder/Employer, Policy Effective Date, Policy Number, Premiums due on, State of Delivery, and First Renewal Date will vary by group/employer.

#### **ULIC-FM-C**

Company specific information is variable in the event of a change.

Product name is variable in the event of a product name change.

Policyholder/Employer, Policy Number will vary by group/employer.

Insured, Coverage Type, Certificate Number, Certificate Effective Date, and Certificate First Renewal Date will vary by employee.

Pre-Existing Condition Limitation Period will always either be 0 or 12 Months.

Maximum Benefit amounts are variable in the event the company wishes to raise or lower these amounts for new issues in the future. At present, the In-Hospital Benefit will range from \$500 to \$10,000.

The inclusion of the Outpatient Surgical Benefit will vary by group/employer. The group/employer has the option to elect this benefit at application.

#### **ULIC-FM-A**

Company specific information is variable in the event of a change.

Product name is variable in the event of a product name change.

#### **ULIC-FM-E**

Company specific information is variable in the event of a change.

Product name is variable in the event of a product name change.

Company Tracking Number: 1014

TOI: H15G Group Health - Hospital/Surgical/Medical Sub-TOI: H15G.001 Any Size Group

Expense

Product Name: FlexMed

Project Name/Number: FlexMed/1014

# **Superseded Attachments**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:

Schedule

Document Name

Replaced Date

Attach

Document

No original date

Form

Supplemental Medical Expense

07/17/2008

ULIC-FM-C.pdf

Insurance Certificate

#### UNIFIED LIFE INSURANCE COMPANY

A Texas Domiciled Company
[7201 West 129<sup>th</sup> Street, Suite 300, Overland Park, KS 66213]
(Referred to in this Certificate as the Company, We, Us, Our)

[FlexMed Gap]

#### SUPPLEMENTAL MEDICAL EXPENSE INSURANCE CERTIFICATE

## LIMITED BENEFIT COVERAGE BENEFITS PROVIDED ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.

We certify that coverage is provided for each Covered Person in accordance with the terms of the Policy.

This Certificate of Insurance replaces any previous certificate of insurance issued to You for the coverage described in this Certificate of Insurance. All benefits are subject to the terms of the Policy.

#### PLEASE READ YOUR CERTIFICATE OF INSURANCE CAREFULLY!

Signed at Our administrative office in [Overland Park, KS].

President

You may call Unified Life Insurance Company at [1-866-727-2654] for information, inquiries or complaints.

THIS IS SUPPLEMENTAL MEDICAL EXPENSE COVERAGE TO THE EMPLOYER'S MAJOR MEDICAL OR COMPREHENSIVE MEDICAL PLAN. IT PAYS BENEFITS FOR HOSPITAL CONFINEMENTS AND CERTAIN OUTPATIENT EXPENSES THAT ARE OTHERWISE COVERED UNDER THE EMPLOYER'S OTHER MEDICAL PLAN BUT NOT PAYABLE DUE TO THE DEDUCTIBLE AND COINSURANCE PROVISIONS OF THAT PLAN.

1

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT THE EMPLOYER TO DETERMINE WHETHER THE EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

IMPORTANT CANCELLATION INFORMATION - PLEASE READ SECTION 5 - TERMINATION OF COVERAGE.

THIS IS NOT MEDICARE SUPPLEMENT INSURANCE.

#### **TABLE OF CONTENTS**

#### Schedule of Benefits

| Section 1  | Defined Terms                  |
|------------|--------------------------------|
| Section 2  | Eligibility and Effective Date |
| Section 3  | Benefits                       |
| Section 4  | Exclusions and Limitations     |
| Section 5  | Termination of Coverage        |
| Section 6  | Premiums                       |
| Section 7  | Claim Provisions               |
| [Section 8 | Outpatient Surgical Schedule]  |

#### **SCHEDULE OF BENEFITS**

Policyholder/Employer: [John Doe Corporation] Policy Number: [1111]

Insured: [John Doe]

Coverage Type: [Employee, Employee & Spouse, Employee & Children, Employee & Family]

Certificate Number: [1212] Certificate Effective Date: [7/1/08]

**Certificate First Renewal Date:** [7/1/09]

Pre-Existing Condition Limitation Period: [0,12] Months

BENEFIT MAXIMUM BENEFIT

**IN-HOSPITAL BENEFIT** 

Maximum Benefit per Calendar Year [\$500 - \$10,000] per Covered Person, up to a maximum

benefit per Calendar Year of [3] times this amount per

family

**OUTPATIENT BENEFIT** 

Maximum Benefit per same or related condition per [\$200]

Covered Person

PHYSICIAN OUTPATIENT TREATMENT BENEFIT

Maximum Benefit per visit per Covered Person, up to a [\$25]

maximum of 5 visits per Calendar Year per family

**[OUTPATIENT SURGICAL BENEFIT** 

Maximum Benefit per surgical procedure per Covered PERCENTAGE FROM

Person

OUTPATIENT SURGICAL SCHEDULE

Times

[\$500], [\$1,000], [\$1,500], [\$2,000], [\$2,500], [\$3,000], [\$3,500], [\$4,500], [\$5,000]

Anesthesia used by a Physician during a surgical procedure will be paid at [25%] of the amount paid for the procedure]

## SECTION 1 DEFINED TERMS

The following terms are used in the Policy and will be capitalized wherever used.

Accident means sudden, unexpected and unintended injury:

- (a) which is independent of any illness or disease;
- (b) over which the Covered Person has no control; and
- (c) that takes place while the Policy is in force for the Covered Person.

#### Active Service (Active Work/Actively at Work) means that the Insured is:

- (a) performing in the usual manner all of the regular duties of his or her employment on a full-time basis on any scheduled work day; and
- (b) these duties are being done at one of the places of business where he or she normally does such duties or at some location to which his or her employment sends him or her.

An Insured will be said to be on Active Service on a day which is not a scheduled work day only if he or she would be able to perform in the usual manner all of the regular duties of his or her employment if it were a scheduled work day.

Calendar Year means the period from January 1 through December 31 of the same year.

**Certificate of Insurance** means the individual Certificate issued to an Insured. It describes the coverage under the Policy.

**Coinsurance/Copayment** means the amount of Covered Charges specified by the Other Medical Plan as being the amount, other than Deductibles, to be paid by a Covered Person.

Company, Our, We or Us means Unified Life Insurance Company.

#### **Complications of Pregnancy means:**

- (a) conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, pre-eclampsis, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and
- (b) non-elective cesarean section, termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible.

Covered Charges means those charges described in Section 3 (Benefits) that:

- (a) are covered under the Other Medical Plan; and
- (b) are not excluded under Section 4 (Exclusions and Limitations).

Covered Person(s) means the Insured and his or her Dependents who are insured under the Policy.

**Deductible** means the amount of expenses incurred each Calendar Year for Covered Charges under the Other Medical Plan that a Covered Person must pay before the Other Medical Plan will begin paying benefits toward all or part of the remaining expense for such Covered Charges.

#### **Dependent** means:

- (a) the lawful spouse of the Insured;
- (b) each unmarried child from birth to age 26, including a stepchild or grandchild of the Insured, a child for whom the Insured must provide medical support and a child for whom the Insured is a party in suit for adoption of such child; and
- (c) each unmarried child at least 26 years of age who:
  - (1) is primarily dependent upon the Insured for support because he or she is incapable of self sustaining employment by reason of mental retardation or a physical handicap;
  - (2) was incapacitated and insured under this Certificate of Insurance on the child's 26<sup>th</sup> birthday; and
  - (3) continues to be incapacitated beyond the child's 26<sup>th</sup> birthday.

## SECTION 1 DEFINED TERMS (cont.)

Employee means a person employed by the Employer.

**Employer** means the employer to whom the Policy is issued.

#### Free-Standing Outpatient Surgery Center means a surgical facility that:

- (a) is not part of a Hospital, but it must have been reviewed and approved by the appropriate state health commission to provide the treatment or service;
- (b) has permanent facilities that are equipped for surgical procedures performed by qualified Physicians;
- (c) provides anesthesia administered by licensed anesthesiologists or licensed nurse anesthetists; and
- (d) has registered professional nursing services available on-site whenever a patient is in the facility.

#### Hospital means a licensed institution that:

- (a) has on its premises or in facilities available to the Hospital on a contractual prearranged basis and under the supervision of a staff of one or more duly licensed physicians:
  - (1) laboratory, x-ray equipment and operating rooms where major surgical operations may be performed by licensed Physicians;
  - (2) permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician:
  - (3) 24-hour-a-day nursing service by graduate registered nurses; and
  - (4) a patient's written history and medical records; or
- (b) is accredited by the Joint Commission on Accreditation of Health Care Organizations.

The term Hospital shall not include any institution used by the Covered Person as:

- (a) a place for rehabilitation;
- (b) a place for rest, or for the aged;
- (c) a nursing or convalescent home;
- (d) a long term nursing unit or geriatrics ward;
- (e) an extended care facility for the care of convalescent, rehabilitative or ambulatory patients; or
- (f) a psychiatric/substance abuse facility.

**Inpatient** means confinement in a Hospital for a duration of more than 23 continuous hours.

**Insured** means an Employee whose coverage has been applied for and is in force under the terms of the Policy.

Late Enrollee means any person who enrolls for coverage after the first 31 days of first becoming eligible.

Other (or Another) Medical Plan means any major medical or comprehensive medical plan issued to the Employer (Policyholder) through which a Covered Person has coverage, but does not include any limited medical program. CHAMPUS/TRICARE or Medicaid are not comprehensive medical plans.

**Physician** means a practitioner of the healing arts who is practicing within the scope of his or her license in the state where so licensed. For purposes of this definition, Physician does not include any Covered Person or anyone related to any Covered Person by blood or marriage.

Policy means the Policy issued to the Policyholder.

Policyholder means the Employer to whom the Policy is issued.

**Pre-existing Condition** means an illness, disease, or physical condition for which the Covered Person received medical advice or treatment from a Physician within twelve months before the effective date of coverage.

**Sickness** means illness or disease, which starts while the Covered Person's coverage is in force and is the direct cause of the loss.

**Total Disability (or Totally Disabled)** means the Insured is prevented from performing the material and substantial duties of his or her occupation. For Dependents, "Totally Disabled" means the inability to perform a majority of the normal activities of a person of like age in good health.

## SECTION 2 ELIGIBILITY AND EFFECTIVE DATE

#### Insured's Eligibility:

An Employee of the Employer is eligible to be insured under the Policy provided the Employee:

- (a) has completed and signed an enrollment form;
- (b) has completed and signed any required form of payroll deduction authorization;
- (c) has met the Company's underwriting rules, if any; and
- (d) is covered under Another Medical Plan.

Insured's Effective Date: The insurance on any eligible Employee will take effect on:

- (a) the effective date of coverage under the Employer's Other Medical Plan; or
- (b) the requested effective date; or
- (c) the effective date assigned by the Company upon approval of such person's written enrollment form, whichever is later; provided the required premium has been paid for such Employee.

If an eligible Employee is not on Active Service when his or her coverage is to take effect, it will take effect on the first day of the calendar month after the date such Employee returns to Active Service.

**Dependent Eligibility**: If Dependent coverage is available under the Policy, each eligible Dependent will be eligible for such coverage on the day the Insured:

- (a) enrolls and has eligible Dependents; or
- (b) acquires his or her first Dependent;

whichever is sooner, provided the Dependent(s) to be insured is/are covered under the Employer's major medical or comprehensive medical plan.

Dependent coverage may be elected by:

- (a) completing and signing an enrollment form within 31 days of the date the Dependent becomes eligible for coverage; and
- (b) completing any required form of payroll deduction authorization.

**Dependent Effective Date**: The effective date of coverage for each eligible Dependent will be the first of the month following:

- (a) the Company's acceptance of the enrollment form; and
- (b) receipt of the required premium.

However, if on such date the Insured's coverage has not yet taken effect, the effective date for Dependent coverage will be the same as the Insured's effective date of coverage.

Coverage for a newborn Dependent child is effective on the date of birth of such child and continues for 31 days. Coverage for an adopted child is effective on the date the Insured becomes a party in suit to the adoption and continues for 31 days. Coverage will continue past 31 days provided the Company is notified of such child and the applicable additional premium is paid on behalf of such child.

Coverage for newborn children includes prematurity, congenital defects and birth abnormalities of a newborn child.

Enrollment of a child who is the subject of a medical support order shall be automatic for the first 31 days after receipt of a medical support order or notice of a medical support order by the Employer. The Company shall enroll the child without regard to any enrollment period restriction. Enrollment must be accepted from the Insured, the other parent, state agency, or child support enforcement program.

In all other instances, if a Dependent is Totally Disabled on the date coverage (with respect to that particular Dependent) would otherwise take effect, the coverage of that Dependent will be deferred until the first of the month following the Dependent's cessation of Total Disability.

## SECTION 3 BENEFITS

The Company will pay the benefits for Covered Charges incurred by a Covered Person if the Covered Person is covered by Another Medical Plan when such Covered Charges are incurred. Benefits payable under the Policy are limited to:

- (a) any Deductible amount applied to Covered Charges by the Other Medical Plan;
- (b) any Coinsurance/Copayment amount applied to Covered Charges by the Other Medical Plan; and
- (c) the Maximum Benefit shown in the Schedule of Benefits.

**In-Hospital Benefit:** The Company will pay the benefits for Covered Charges incurred by a Covered Person due to Sickness or an Accident if such Covered Charges are incurred while the Covered Person is an Inpatient.

**Outpatient Benefit**: The Company will pay the benefits for Covered Charges incurred by a Covered Person due to Sickness or an Accident if such Covered Charges are:

- (a) rendered in a Hospital emergency room when the Covered Person is not subsequently considered an Inpatient;
- (b) for surgery performed in a Hospital outpatient facility or a Free-Standing Outpatient Surgery Center; or
- (c) for diagnostic testing performed in a Hospital outpatient facility at the request of a Physician for the following services:
  - (1) Magnetic Resonance Imaging (MRI);
  - (2) Electroencephalogram (EEG);
  - (3) Computerized Tomography Scan (CT Scan or CAT Scan);
  - (4) Positron Emission Tomography Scan (PET Scan);
  - (5) Multiple Gated Acquisition (MUGA);
  - (6) Echocardiogram (ECG);
  - (7) Single Photon Emission Computer Tomography (Spect);
  - (8) Cardiovascular Stress Test (Treadmill Stress Test);
  - (9) Pulmonary Ventilation/Perfusion Scan (V/Q Scan).

All benefits for the same or related conditions will be subject to the Maximum Benefit, unless such conditions are separated by 90 consecutive days, then a new Maximum Benefit will apply.

**Physician Outpatient Treatment Benefit**: The Company will pay the benefits for Covered Charges incurred by a Covered Person if such Covered Charges are:

- (a) rendered by a Physician in a Hospital outpatient facility, a free-standing emergency care clinic, or a Physician's office when the Covered Person is not subsequently considered an Inpatient; and
- (b) the result of treatment due to Sickness or emergency care for treatment due to an Accident.

**[Outpatient Surgical Benefit:** The Company will pay the benefits for Covered Charges incurred by a Covered Person due to Sickness or an Accident if such Covered Charges are rendered by a Physician in a Hospital outpatient facility, a Free-Standing Outpatient Surgery Center, or a Physician's office when the Covered Person is not subsequently considered an Inpatient. If the outpatient surgery requires an Inpatient stay, the In-Hospital Benefit will be paid in lieu of this benefit. This benefit will not be paid for any surgical procedure performed in a Hospital emergency room.

If a surgical procedure is not listed in the Outpatient Surgical Schedule, We will pay an amount comparable to that which would be payable for the surgical procedure listed in the Outpatient Surgical Schedule which is most similar in severity and complexity. If two or more surgical procedures are performed at the same time through the same or different incisions, only one benefit, the largest, will be paid.

The Outpatient Surgical Benefit will be paid in addition to any Outpatient Benefit paid for surgery.]

## SECTION 4 EXCLUSIONS AND LIMITATIONS

Benefits will be not be payable for services, expenses or any loss resulting from or in connection with the following:

- During any period the Covered Person does not have coverage under Another Medical Plan.
- Any expense for which benefits are excluded under the Covered Person's Other Medical Plan.
- Intentionally self-inflicted injury or attempted suicide, whether sane or insane.
- Routine well-baby care.
- Elective abortion except, with respect to the Insured or Dependent spouse, where the life of the mother is in danger if the procedure is not performed, or where medical complications have arisen from abortion.
- Pregnancy of a Dependent child, except for Complications of Pregnancy.
- Participating in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority.
- Participating or attempting to participate in an illegal activity or occupation.
- Participating in a contest of speed in power driven vehicles, parachuting, or hang gliding.
- Air travel except as a fare-paying passenger on a commercial airline on a regularly scheduled route or as a passenger for transportation only and not as a pilot or crew member.
- Intoxication. Intoxication means that condition defined by the laws of the state or governing territory in which the loss occurs.
- Alcoholism or drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed.
- Procedures or surgery, including complications arising from procedures or surgery, to have a sex change.
- Investigational or experimental procedures, surgery, or drugs, including procedures, surgeries or drugs for complications arising from having experimental or investigative procedures, surgeries, or drugs.
- An act of war, whether declared or undeclared.
- Service in the armed forced or units auxiliary thereto. Premiums will be refunded on a pro rata basis for any Covered Person who enters military services and all coverage for that Covered Person will be suspended until military service is over.
- Rest care or rehabilitative care and treatment.
- Mental illness or functional or organic nervous disorders, regardless of the cause.
- Dental or vision services, including treatment, surgery, extractions or x-rays, unless resulting from an Accident and if performed within 12 months of the date of such Accident, or due to congenital disease or anomaly of a covered newborn child.
- Accident or Sickness arising out of and in the course of any occupation for compensation, wage or profit. This does not apply to those sole proprietors or partners not covered by Workers' Compensation.
- Routine examinations, such as health exams, periodic checkups, or routine physicals.
- Air or ground ambulance.

**Pre-existing Condition Limitation.** No benefits are payable under the Policy for any expenses incurred due to a Pre-Existing Condition unless the Covered Person has satisfied the Pre-Existing Condition Limitation Period shown in the Schedule of Benefits. When the Policy replaces a previous policy of group supplemental insurance providing similar benefits, the Company shall give credit for the satisfaction or partial satisfaction of the Pre-Existing Condition Limitation Period that has been satisfied under the previous policy.

### SECTION 5 TERMINATION OF COVERAGE

Insured's Coverage: Insurance coverage on an Insured will end on the earliest of these dates:

- (a) the end of the last period for which the required premium has been paid;
- (b) the date the Policy is terminated;
- (c) the date the Employer's Other Medical Plan terminates;
- (d) the date the Employer's Other Medical Plan is renewed;
- (e) the date the Insured retires;
- (f) the date the Insured ceases to be an Employee, as defined in Section 1; or
- (g) the date the Insured's coverage under Another Medical Plan ends.

Coverage on Dependent(s): Insurance coverage on a Dependent will end on the earliest of these dates:

- (a) the date the Insured's coverage terminates;
- (b) the end of the last period for which the required premium has been paid;
- (c) the date the Dependent no longer meets the definition of Dependent, as defined in Section 1;
- (d) the date the Dependent's coverage under Another Medical Plan ends; or
- (e) the date the Policy is modified so as to exclude Dependent coverage.

The Company may end the coverage of any Covered Person who submits a fraudulent claim.

**Continuation of Coverage**: If a Covered Person's coverage under the Policy terminates, such coverage may be continued provided that:

- (a) the Covered Person's coverage is being continued under the Other Medical Plan;
- (b) the Covered Person continues to be covered under the Other Medical Plan; and
- (c) the required premium is paid for the Covered Person.

Continued Coverage under the Policy will end on the earliest to occur of the following:

- (a) the Covered Person's coverage being continued under the Other Medical Plan terminates;
- (b) the Covered Person ceases to be covered under the Other Medical Plan; or
- (c) the required premium for the Covered Person has not been paid as required under the Policy.

#### SECTION 6 PREMIUMS

Premiums are due and payable in advance by the Policyholder on a monthly basis. Premiums are payable to the Company at its administrative office. Payment of a premium will not maintain this insurance in force beyond the period for which it is paid except for the Grace Period provision.

The premium rates may be changed by the Company. If the rates are changed, the Company will give the Policyholder at least 60 days advance written notice. If a change in benefits contained in the Policy or Other Medical Plan increases the Company's liability, premium rates may be changed on the date the Company's liability is increased.

## SECTION 7 CLAIM PROVISIONS

**NOTICE OF CLAIM:** The Insured should notify the Company, in writing, within 30 days after he or she or one of his or her covered Dependents incurs a loss covered by the Policy. If it is not reasonably possible to give notice within this time period, the claim will not be denied or reduced due to the delay. Written notice should be sent to the Company at [P.O. Box 7186, Boise, Idaho 83707].

**CLAIM FORMS:** A claim form should be used for filing proof of loss. We will send the forms needed for filing proof of loss to the claimant within 15 days of receipt of Notice of Claim. If claim forms are not supplied within this stated period of time, a claimant can give proof by sending, in writing, a description of the loss regarding the nature and extent of the loss.

**PROOF OF LOSS:** Proof of Loss must be given to the Company within 90 days after the loss. The Company will accept late proof if:

- (a) it was not reasonably possible to give proof in that time; and
- (b) the proof is given within one year from the date it is otherwise required. This one year limit will not apply in the absence of legal capacity.

The explanation of benefits under the Other Medical Plan must be submitted with claim forms for all claims.

**TIME OF PAYMENT OF CLAIMS:** Benefits for a covered loss will be paid immediately but in no event later than 30 days after the Company receives written Proof of Loss.

**PAYMENT OF BENEFITS:** Unless assigned, all benefits will be paid to the Insured. Accrued benefits that are not paid at the Insured's death will be paid to the Insured's beneficiary or estate. If a benefit is to be paid to the Insured's estate, or to the Insured if the Insured is not competent to give a valid release, We may pay up to \$1,000 of such benefit to one of the Insured's relatives who is deemed by Us to be justly entitled to it. Such payment, made in good faith, fully discharges Us to the extent of the payment.

**ASSIGNMENT OF BENEFITS:** The benefits of the Policy may be assigned.

**PHYSICAL EXAMINATION**: The Company has the right to have a Covered Person examined as often as is reasonably necessary while a claim is pending. The Company will pay for such examination.

**PAYMENT TO MANAGING CONSERVATOR OF AN INSURED DEPENDENT CHILD:** For a minor child who otherwise qualifies as a Dependent child of an Insured, benefits may be paid on behalf of such child to a person who is not the Insured if an order issued by a court or competent jurisdiction in this or any other state appoints such person the possessor or managing conservator of the child.

To be entitled to receive benefits, a possessor or managing conservator of an insured Dependent child must submit to Us with the claim application written notice that such person is the possessor or managing conservator of the insured Dependent child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as a possessor or managing conservator or other evidence designated by rule of the state Department of Insurance that the person qualifies to be paid the benefits. Such requirements shall not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Covered Person where the Covered Person has paid any portion of a medical bill that would be covered under the terms of the Policy.

#### [SECTION 8 OUTPATIENT SURGICAL SCHEDULE PERCENTAGE OF SURGICAL BENEFIT

| Abdaman Daritanawa and                        |      | T  |      | Famala Carital  |      |
|---|------|--|------|---|------|
| Abdomen, Peritoneum, and Omentum, Laparoscopy | 10.5 | Biopsy, Prostate                               | 8.0  | Female Genital, Surgery of the (Complex)                                      | 26.3 |
| Acne Surgery                                  | 2.5  | Biopsy, Skin                                   | 3.0  | Finger, Amputation of   | 24.4 |
| Adenoidectomy                                 | 7.0  | Breast, Repair or Reconstruction of the        | 55.5 | Foot & Toes,<br>Surgery of the (Complex)                                      | 38.6 |
| •   |      |  |      | Foot & Toes,  |      |
| Angioscopy                                    | 5.5  | Breast Tumor, Removal of                       | 34.0 | Surgery of the (Simple) Foot or Toe – Closed Treatment,                       | 12.0 |
| Anus, Surgical Endoscopy                      | 4.5  | Bunionectomy                                   | 25.5 | Fracture and/or Dislocation of Foot or Toe – Percutaneous Skeletal            | 7.5  |
| Appendectomy                                  | 21.0 | Burns, Local Treatment                         | 3.0  | Fixation, Fracture and/or Dislocation of Forearm or Wrist – Closed Treatment, | 17.6 |
| Appendectomy, Laparoscopic                    | 17.0 | Bypass Graft, Not Vein                         | 45.0 | Fracture and/or Dislocation of  | 12.0 |
| Arteries/Veins, Surgery of the                | 26.5 | Cardiac Catheterization                        | 54.0 | Forearm or Wrist – Open Treatment, Fracture and/or Dislocation of             | 25.5 |
| Artery Bypass Graft                           | 47.0 | Carpal Tunnel Release                          | 14.0 | Forearm/Wrist,<br>Surgery of the (Complex)                                    | 34.1 |
| Arthroplasty, Forearm/Wrist                   | 29.0 | Casts, Application of                          | 2.5  | Foreign Body from Ear, Removal of   | 1.5  |
| Arthroplasty, Hand/Fingers                    | 30.0 | Cataract Extraction                            | 23.0 | Foreign Body from Eyeball,<br>Removal of                                      | 3.8  |
| Arthroplasty, Hip                             | 52.0 | Cataract Extraction (2 <sup>nd</sup> Cataract) | 8.0  | Free Skin Grafts  | 21.8 |
| Arthroplasty, Knee Joint                      | 52.0 | Cholecystectomy                                | 29.0 | General Pacemaker or Defibrillator  | 30.0 |
| Arthroplasty, Leg/Ankle Joint                 | 23.0 | Cholecystectomy, Laparoscopic                  | 22.0 | Grafts of Bone, Cartilage, Tendon   | 19.9 |
| Arthroplasty, Shoulder                        | 47.0 | Cholecystoenterostomy                          | 34.0 | Hammertoe Operation   | 17.6 |
| Arthroplasty, Upper Arm/Elbow                 | 29.0 | Circumcision                                   | 10.0 | Hand or Finger – Closed Treatment,<br>Fracture and/or Dislocation of          | 8.3  |
| Arthroscopy, Knee – Diagnostic                | 15.0 | Cleft Lip, Repair of                           | 33.0 | Hand or Finger – Open Treatment,<br>Fracture and/or Dislocation of            | 18.4 |
| Arthroscopy,<br>Metacarpophalangeal Joint     | 16.5 | Cleft Palate, Repair of                        | 29.0 | Hand/Fingers, Surgery of the  | 10.1 |
| Arthroscopy, Other                            | 24.0 | Colonoscopy                                    | 17.0 | Hand/Fingers, Repair of   | 30.0 |
| Arthroscopy, Shoulder                         | 25.5 | Corneal Transplant                             | 35.0 | Heart & Pericardium, Surgery of the   | 28.5 |
| Arthroscopy,<br>Shoulder – Diagnostic         | 17.0 | Coronary Artery Anomalies,<br>Repair of        | 50.5 | Hernia Repair   | 16.9 |
| Arthroscopy, Temporomandibular Joint          | 27.0 | Coronary Bypass/Grafts                         | 64.5 | Hera, Laparoscopy   | 13.1 |
| Arthroscopy, Wrist                            | 18.5 | Coronary Transhu mal Angioplasty               | 27.5 | Hysterectomy  | 31.1 |
|   |      | , , , , , , , , , , , , , , , , , , ,          |      | Hysterectomy,   |      |
| Arthroscopy, Wrist – Diagnostic               | 18.5 | Coronary Transluminal Angioplasty              | 7.5  | Following Cesarean Section  | 16.9 |
| Arthrotomy, Forearm/Wrist                     | 18.5 | Cryotherapy for Acne                           | 1.5  | Injection of Nerve Block Agent  | 4.9  |
| Arthrotomy, Hand/Fingers                      | 20.0 | Debridement Lesions                            | 2.5  | Inner ear, Surgery of the (Complex)   | 28.1 |
| Arthrotomy, Pelvis/Hip Joint                  | 23.5 | Diagnostic Sigmoidoscopy                       | 3.8  | Intestine, Laparoscopy  | 31.1 |
| Arthrotomy, Shoulder                          | 23.5 | Diaphragm, Repair of (Neonatal)                | 75.0 | Intravascular Ultrasound Services   | 3.8  |
| Arthrotomy, Thigh/Knee Joint                  | 23.0 | Diaphragm, Repair of                           | 31.9 | Intubation  | 4.1  |
| Arthrotomy, Upper Arm/Elbow                   | 18.5 | Dilatation of Curettage                        | 9.4  | Kidney, Surgery of the (Complex)  | 37.1 |
| Biliary Tract,<br>Diagnostic Endoscopy        | 9.0  | External Ear, Surgery of the (Complex)         | 30.0 | Kidney, Diagnostic Endoscopy  | 19.1 |
| Biliary Tract,<br>Surgical Endoscopy          | 15.5 | Eyeball, Surgery of the (Complex)              | 38.3 | Kidney, Surgical Endoscopy  | 25.1 |
| Biopsy, Eye Muscle                            | 6.5  | Fallopian Tubes, Ligation of                   | 2.6  | Knee Reconstruction   | 34.1 |
|   |      | ,        |      |   | •    |

# SECTION 8 OUTPATIENT SURGICAL SCHEDULE PERCENTAGE OF SURGICAL BENEFIT (cont.)

|  |      | Other Lymphatic System,                   |      |   |      |
|--|------|---|------|---|------|
| Laparotomy   | 23.6 | Laparoscopy                               | 18.4 | Spinal Catheter Implantation            | 14.3 |
| Leg or Ankle Joint - Closed Treatment,                     |      |   |      | Spine – Closed Treatment,               |      |
| Fracture and/or Dislocation of                             | 12.0 | Other Prostate Surgery                    | 29.3 | Fracture and/or Dislocation of          | 9.8  |
| Leg or Ankle Joint – Open Treatment,                       |      |   |      |   |      |
| Fracture and/or Dislocation of                             | 28.9 | Other Testis, Laparoscopy                 | 24.4 | Spine, Surgery of the (Complex)         | 47.3 |
| Leg/Ankle Joint,   |      | Other Uterus,                             |      | Spine Requiring Anesthesia,             |      |
| Surgery of the (Complex)                                   | 28.5 | Laparoscopy/Hysteroscopy                  | 11.6 | Manipulation                            | 8.3  |
|  |      |   |      |   |      |
| Leg/Ankle Joint, Repair of                                 | 30.0 | Oviduct/Ovary, Laparoscopy                | 18.8 | Spleen, Laparoscopy                     | 33.0 |
| Lesions on Hand/Fingers,                                   |      |   |      | Transluminal Atherectomy –              |      |
| Excision of  | 18.4 | Pacemaker Insertion, Permanent            | 18.8 | Percutaneous                            | 19.1 |
|  |      | Palate/Uvula, Surgery of the              |      |   |      |
| Lips, Surgery of the (Complex)                             | 24.4 | (Moderate Complexity)                     | 20.3 | Treatment of Spinal Deformity           | 63.0 |
| Lymph Nodes and  | 04.4 | Pelvis, Surgery of the                    | 05.5 |   | 00.0 |
| Lymphatic Channels   | 31.1 | (Moderate Complexity)                     | 25.5 | Tympanoplasty                           | 29.6 |
| Lymph Nodes and Lymphatic                                  |      | Pelvis or Hip Joint Percutaneous Skeletal | 00.0 |   |      |
| Channels, Surgery of the                                   | 8.3  | Fixation, Fracture and/or Dislocation of  | 32.3 | Tympanostomy                            | 5.3  |
|  |      | Percutaneous Transluminal                 |      |   |      |
| Lymphadenectomy  | 30.0 | Balloon Angioplasty                       | 20.3 | Ulcer Surgery                           | 30.0 |
|  |      | Pharynx, Adenoids, and Tonsils,           |      | Upper Arm/Elbow – Closed Treatment,     |      |
| Lymphadenectomy, Laparoscopic                              | 27.4 | Surgery of the (Complex)                  | 32.6 | Fracture and/or Dislocation of          | 9.8  |
|  |      |   |      | Upper Arm/Elbow – Open Treatment,       |      |
| Major Vessel Shunt   | 46.5 | Portal Decompression Procedures           | 43.9 | Fracture and/or Dislocation of          | 28.9 |
|  |      |   |      | Upper Arm/Elbow – Percutaneous Skeletal |      |
| Male Genital, Surgery of the                               | 27.8 | Renal, Laparoscopy                        | 36.8 | Fixation of Humeral Fracture, Fracture  | 26.3 |
|  |      | Repair/Closure of Wounds                  |      | Upper Arm/Elbow,                        |      |
| Malignant Lesions, Excision of                             | 6.8  | (Complex)                                 | 12.4 | Surgery of the (Complex)                | 30.4 |
| ••   | 00.0 | Repair/Closure of Wounds                  |      | Ureter,                                 | 07.5 |
| Mastectomy   | 26.3 | (Intermediate)                            | 6.8  | Surgery of the (Complex)                | 37.5 |
| Mediastinum,   | 00.0 | 5 . (6)                                   | - 0  | Ureter,                                 | 00.0 |
| Surgery of the (Complex)                                   | 30.8 | Repair/Closure of Wounds (Simple)         | 5.3  | Diagnostic Endoscopy                    | 23.3 |
| Middle Ear,  | 20.0 | Dating Danais of                          | 20.4 | Ureter,                                 | 20.4 |
| Surgery of the (Complex)                                   | 30.0 | Retina, Repair of                         | 39.4 | Surgical Endoscopy                      | 33.4 |
| Missellanasus Cardina Drasadura                            | 6.4  | Dhinanlasty                               | 24.0 | Lireteralithetemy, Laneraceany          | 30.8 |
| Miscellaneous Cardiac Procedure                            | 0.4  | Rhinoplasty Salivary Glands & Ducts,      | 34.9 | Ureterolithotomy, Laparoscopy Urethra.  | 30.6 |
| Mouth Logian Indiaion & Drainaga                           | 8.6  | Surgery of the (Complex)                  | 40.1 |   | 27.4 |
| Mouth Lesion, Incision & Drainage  Musculoskeletal System, | 0.0  | Surgery of the (Complex)                  | 40.1 | Surgery of the (Complex)                | 21.4 |
| Surgery of the (Complex)                                   | 41.3 | Septal and Intranasal Dermatoplasty       | 16.5 | Urethra, Dilation of                    | 2.6  |
| Surgery of the (Complex)                                   | 41.3 | Septai and intranasar Dermatopiasty       | 10.5 | Oreima, Dilation of                     | 2.0  |
| Nails, Incision, Excision of                               | 3.0  | Septal Defect, Repair of                  | 56.3 | Urethronhaphy                           | 20.3 |
| Neck or Thorax – Closed Treatment.                         | 5.0  | Septai Defect, Repair of                  | 30.3 | Отеппоппарпу                            | 20.5 |
| Fracture and/or Dislocation of                             | 4.1  | Septoplasty                               | 15.0 | Varicose Vein Excision                  | 14.6 |
| Neck or Thorax – Open Treatment,                           | 7.1  | Shaving of Epidermal or                   | 10.0 | Validose Velli Excision                 | 14.0 |
| Fracture and/or Dislocation of                             | 22.5 | Dermal Lesions                            | 2.3  | Vasectomy                               | 16.5 |
| Neck/Thorax,   | 22.0 | Shoulder – Closed Treatment,              | 2.0  | Vaccolomy                               | 10.0 |
| Surgery of the (Complex)                                   | 33.8 | Fracture and/or Dislocation of            | 9.8  |   |      |
| Cargory or and (Complex)                                   | 00.0 | Shoulder – Open Treatment,                | 0.0  |   |      |
| Nemoplasty   | 14.3 | Fracture and/or Dislocation of            | 24.0 |   |      |
|  | 10   | . radial d array of Distribution of       |      |   |      |
| Neuronhaphy  | 24.4 | Shoulder, Surgery of the (Complex)        | 36.4 |   |      |
|  |      | chicalast, sargery of the (somplex)       | 0011 |   |      |
| Neurostimulators (Highly Complex)                          | 44.3 | Shoulder, Manipulation of the             | 7.9  |   |      |
| Nose/Nasal Passages,                                       |      |   |      |   |      |
| Surgery of the (Complex)                                   | 24.0 | Skin, Incision & Drainage                 | 3.8  |   |      |
| Nose/Nasal Passages,                                       |      | Skin, Subcutaneous, etc.,                 |      |   |      |
| Diagnostic Endoscopy                                       | 4.1  | Surgery of the (Complex)                  | 29.6 |   |      |
| Ocular Adnexa,   |      | Skull Fracture and/or Dislocation –       |      |   |      |
| Surgery of the (Complex)                                   | 31.9 | Closed Treatment                          | 8.6  |   |      |
| Other Biliary Tract, Laparoscopy                           | Ì    | Skull/Face/Jaw,                           |      |   |      |
| Surgery of the   | 9.0  | Surgery of the (Highly Complex)           | 57.4 |   |      |
| Other Bodily Systems,                                      |      |   |      |   |      |
| Diagnostic Endoscopy                                       | 13.1 | Spinal Arthrodesis                        | 13.5 |   |      |
|  | •    | • •                                       | •    |   |      |

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